

⑦ Michigan Meadows

**ACQUISITION AND CONTRIBUTION AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

dated

MARCH 22, 1999,

by and among

AIMCO PROPERTIES, L.P.,

as the Transferee

and

**THE "GENERAL PARTNERS"
THE "REGENCY LPS"
AND THE "MANAGER"
(EACH AS HEREINAFTER DEFINED),**

collectively, as the Transferor Parties

TABLE OF CONTENTS

	<u>PAGE</u>
1. TRANSFER, CONTRIBUTION AND CONVEYANCE; RETAINED RIGHTS . . .	3
1.1 Transfer, Contribution and Conveyance	3
1.2 Retained Rights	5
2. CONTRIBUTION VALUE	5
2.1 Deposit	6
2.2 Balance	6
2.3 Adjustment for Prorations and Closing Costs	11
3. OPENING OF ESCROW	11
4. ACTIONS PENDING CLOSING	12
4.1 Due Diligence	12
4.2 Title	14
4.3 Limited Partner Consents; Tender Offer	16
4.4 Loan Assumption Approval	20
4.5 Employees	20
4.6 GP Loans	22
5. DESCRIPTION OF PROPERTY	22
5.1 The Improvements	22
5.2 The Real Property	23
5.3 The Personal Property	23
5.4 The Intangible Property	23
6. CONDITIONS TO CLOSING	24
6.1 The Transferee's Closing Conditions	24
6.2 Failure of the Transferee's Closing Conditions	27
6.3 The Transferor Parties' Closing Conditions	27
6.4 Failure of the Transferor Parties' Closing Conditions	28
6.5 Mutual Closing Condition	29
6.6 Failure of Mutual Closing Condition	29
7. CLOSING	29
7.1 Closing Date	29

7.2	Deliveries by the Transferor Parties	30
7.3	Deliveries by the Transferee	31
7.4	Actions by Escrow Agent	33
7.5	Prorations	34
7.6	Closing Costs	37
7.7	Deliveries Outside of Escrow	38
7.8	Revaluation of Partnership Property	38
8.	SPECIAL CONDITIONS AND REPRESENTATIONS AND WARRANTIES OF THE TRANSFEROR PARTIES	39
8.1	Special Conditions Regarding Partnership Matters	39
8.2	Representations Regarding Transferred Interests	52
8.3	General Partner's Knowledge	57
8.4	No Implied Warranties	57
9.	DISCLAIMER REGARDING PHYSICAL CONDITION OF THE PROPERTY.	57
9.1	No Reliance	57
9.2	"As-Is"	58
10.	THE TRANSFEE'S REPRESENTATIONS AND WARRANTIES	61
10.1	No Conflicts	61
10.2	Due Organization; Consents	61
10.3	The Transferee's Authority; Validity of Agreements	61
10.4	The Transferee's Treatment as Partnership	62
10.5	REIT Status	62
10.6	Issuance of OP Units	62
10.7	Disclosure	62
10.8	Definition of the Transferee's Knowledge	62
10.9	Cure Period; Survival of Representations and Warranties	63
11.	ADDITIONAL COVENANTS	63
11.1	Additional Covenants of the Transferor Parties	63
11.2	Additional Covenants of the Transferee	69
12.	RISK OF LOSS	74
12.1	Condemnation	74
12.2	Casualty	75

13.	REMEDIES	76
13.1	Liquidated Damages	76
13.2	Default by the Transferor Parties	77
14.	INDEMNIFICATION; NO PERSONAL LIABILITY; RELEASE	78
14.1	Indemnification	78
14.2	No Personal Liability	78
14.3	Release	79
15.	BROKERS	79
16.	CONFIDENTIALITY	80
16.1	The Transferee	80
16.2	The Transferor Parties	81
17.	MISCELLANEOUS PROVISIONS	81
17.1	Governing Law	81
17.2	Entire Agreement	81
17.3	Modification; Waiver	81
17.4	Notices	82
17.5	Expenses	83
17.6	Assignment	83
17.7	Severability	84
17.8	Successors and Assigns; Third Parties	84
17.9	Counterparts	84
17.10	Headings	84
17.11	Time of Essence	84
17.12	Further Assurances	84
17.13	Number and Gender	85
17.14	Construction	85
17.15	Post-Closing Access to Records	85
17.16	Post-Closing Consultation	85
17.17	Exhibits	85
17.18	Attorneys' Fees	85
17.19	Business Days	85
17.20	Preservation of the Partnership	85
17.21	Master Schedule	86

ACQUISITION AND CONTRIBUTION AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS ACQUISITION AND CONTRIBUTION AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "Agreement") is made and entered into as of March 22, 1999, by and among (i) AIMCO Properties, L.P., a Delaware limited partnership (the "Transferee"), (ii) the parties defined as "GP1," "GP2" and the "Manager" on the schedule attached hereto and identified as the master schedule (the "Master Schedule"), and (iii) the limited partners identified on Schedule 1 attached hereto (collectively, the "Regency LPs"), for the purpose of setting forth the agreement of the parties and of instructing Stewart Title Guaranty Company ("Escrow Agent") with respect to the transactions contemplated by this Agreement. As used herein, (a) the term "General Partners" shall mean, collectively, GP1 and GP2, (b) the term "Transferor Parties" shall mean, collectively, the General Partners, the Manager and the Regency LPs and (c) the term "Execution Date" shall mean March 24, 1999.

RECITALS

A. Except as may be described on the Master Schedule, the General Partners are the sole general partners of the "Partnership" (as defined on the Master Schedule). GP1 holds a general partnership interest in the Partnership, the material economic entitlements of which include the "GP1 Percentage" and GP1's interest in the "Special GP Rights" (each as defined on the Master Schedule). GP2 holds a general partnership interest in the Partnership, the material economic entitlements of which include the "GP2 Percentage" (as defined on the Master Schedule) and GP2's interest in the Special GP Rights. The General Partners' general partnership interests in the Partnership are hereinafter collectively referred to as the "General Partnership Interests."

B. The General Partners and the Regency LPs hold limited partnership interests in the Partnership equal to the "Regency LP Percentage" (as defined on the Master Schedule) (collectively, the "Regency Limited Partnership Interests"). Each of the limited partners of the Partnership (including the Regency LPs and the General Partners in their capacity as limited partners) and their respective ownership interests are set forth on Exhibit "A" attached hereto (collectively, in their capacity as limited partners, the "Limited Partners" and, together with the General Partners in their capacity as general partners, the "Partners"). The Limited Partners, excluding the holders of the Regency Limited Partnership Interests, shall be referred to herein as the "Investor Limited Partners." The Partners collectively hold one hundred percent (100%) of the partnership interests in the Partnership.

C. The Partnership (or a land trust of which the Partnership is the sole beneficiary) is the owner of an undivided fee simple interest in the "Land Parcel" on which the "Complex" (each as defined on the Master Schedule) is located.

D. The Land Parcel, together with the "Improvements," the balance of the "Real Property," the "Personal Property" and the "Intangible Property" (each as hereinafter defined), are sometimes collectively referred to herein as the "Property."

E. The Manager manages the Property pursuant to the "Management Agreement" (as defined on the Master Schedule).

F. The Transferee has been formed pursuant to that certain Third Amended and Restated Agreement of Limited Partnership of AIMCO Properties, L.P., dated as of July 29, 1994, as amended (the "OP Agreement").

G. The Transferor Parties desire to admit the Transferee (or its permitted designee) to the Partnership as an additional general partner in exchange for a capital contribution by the Transferee (or its permitted designee) and, immediately thereafter, cause the General Partnership Interests, the "Management Assets" (as hereinafter defined) and the Regency Limited Partnership Interests to be contributed to the Transferee and/or its permitted designee(s), as determined by the Transferee, in exchange for Partnership Common Units of the Transferee ("Common OP Units"), "Preferred OP Units" (as defined in Section 2.2.1 hereof), cash, or a combination thereof, and the Transferee desires to become (or cause its permitted designee to become) an additional general partner, and accept (and/or cause its permitted designee(s) to accept) such contributions in exchange for such consideration, upon and subject to the terms and conditions set forth in this Agreement. As used herein, the term "OP Units" shall refer to both Common OP Units and Preferred OP Units.

H. The General Partners and the Regency LPs desire to condition their agreement to contribute the General Partnership Interests and the Regency Limited Partnership Interests to the Transferee and/or its permitted designee(s) upon an agreement by the Transferee to offer to acquire the interests of the Investor Limited Partners in and to the Partnership, and the Transferee desires to make such an offer, on the terms and conditions hereinafter set forth.

I. The Transferor Parties and the Transferee intend that the transactions contemplated herein shall be subject to Section 721 of the Internal Revenue Code of 1986, as amended (the "Code"), subject to the limitations and qualifications of Subchapter K of the Code.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Transferee and the Transferor Parties hereby agree, and instruct Escrow Agent, as follows:

1. TRANSFER, CONTRIBUTION AND CONVEYANCE, RETAINED RIGHTS.

1.1 Transfer, Contribution and Conveyance. Subject to all of the terms, conditions and reservations set forth in this Agreement, on the "Closing Date" (as hereinafter defined):

(a) each of the General Partners and the Regency LPs hereby agrees to assign, transfer, contribute and convey to the Transferee (or one or more of its permitted designees), all of its respective interests in the Partnership (such interests, with respect to any Partner, being hereinafter referred to as "Partnership Interests"), including, without limitation, the following: (i) all interests in the capital of the Partnership and all profits, surplus, assets, allocations, returns (whether preferred or not) and distributions of any kind of the Partnership (including, without limitation, any and all interests, if any, in and to the Special GP Rights) to which such holder shall at any time be entitled and which are attributable to the period from and after the Closing Date, both during the term of the Partnership's existence and upon any liquidation of the Partnership, if any shall occur; (ii) all other payments, if any, due or to become due, under or arising out of the "Partnership Agreement" (as defined on the Master Schedule) and which are attributable to the period from and after the Closing Date, whether as contractual obligations, damages, insurance proceeds, condemnation awards or otherwise; (iii) all interests arising from its interest in the Partnership which arise under any and all agreements relating to the Partnership or to which the Partnership is a party (including, without limitation, the Partnership Agreement); (iv) any interest in real, personal or intangible property which such Transferor Party may hold or be entitled to as a result of its interest in the Partnership; (v) all of such Transferor Party's claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any, against, under or in respect of its interest in the Partnership, or under or arising out of the Partnership Agreement; (vi) all present and future claims, if any, of such Transferor Party against the Partnership or the Partnership's partners under or arising out of the Partnership Agreement for services rendered or otherwise, other than (A) the "GP Loans" (as hereinafter defined) or (B) services rendered or expenses incurred prior to the Closing Date (and in accordance with the terms hereof) but for which payment has

not been made as of the Closing Date; (vii) any and all rights, duties, powers and obligations of such Transferor Party as a general and/or limited partner of the Partnership under the Partnership Agreement, including, without limitation, control over the day-to-day management and operation of the Partnership and, to the extent assignable, the general partner's appointment as attorney-in-fact coupled with an interest for each limited partner of the Partnership in connection with the conduct of the Partnership, if applicable; and (viii) any and all claims, demands, actions, causes of action, judgments, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity ("Claims") which such Transferor Party (or its heirs, executors, administrators, successors and assigns) now has, has ever had or may hereafter have against the Partnership and/or the Partnership's past and present agents, representatives, employees, officers, directors, affiliates, partners, controlling persons, subsidiaries, successors and assigns, including, without limitation, any rights to indemnification or reimbursement from the Partnership (except for rights to reimbursement for services rendered or expenses incurred prior to the Closing Date and in accordance with the terms hereof but for which payment has not been made as of the Closing Date);

(b) the Manager hereby agrees to assign, transfer, contribute and convey to the Transferee (or one or more of its permitted designees) all of the Manager's management operation and control, management know-how and management relationships with respect to the Property and all of the Manager's rights under the Management Agreement attributable to the period from and after the Closing Date (collectively, the "Management Assets"), provided that the Management Assets shall not include any interest in the Manager or the Manager's employees; and

(c) the Transferee hereby agrees to accept (i) the Partnership Interests of the General Partners and the Regency LPs, (ii) the Management Assets and (iii) upon delivery of the "GP Loan Assignment" (as hereinafter defined), if any, by the General Partners (or their affiliates), loans from the General Partners (or their affiliates) to the Partnership (the "GP Loans"). The holders of the GP Loans prior to the "Closing" (as hereinafter defined) shall hereinafter be referred to, collectively, as the "GP Loan Holders."

As used herein, the term "Contribution" shall mean the contribution, conveyance and acceptance of (A) the Management Assets, (B) the Partnership Interests of the General Partners and the Regency LPs and (C) if applicable, the GP Loans, all under the terms of this Agreement.

1.2 Retained Rights. Notwithstanding the foregoing, following the Closing: (a) the General Partners shall be entitled to indemnification from the Partnership as and to the extent that a general partner is entitled thereto pursuant to the terms of the Partnership Agreement as in effect on the date hereof (and as modified in accordance with the terms of Section 4.3.2 hereof) and the General Partners shall retain those rights specifically granted to the "Previous General Partners," as defined in, and pursuant to, the "Partnership Amendment" (as hereinafter defined); and (b) the Manager shall be entitled to indemnification from the Partnership as and to the extent that the Manager is entitled thereto pursuant to the terms of the Management Agreement as in effect on the date hereof (and as modified in accordance with the terms of Section 4.3.2 hereof). The provisions for indemnification of the General Partners and the Manager described in the foregoing clauses (a) and (b) shall be set forth in separate agreements executed and delivered by the Partnership at the Closing, each in the form of Exhibit "U" attached hereto (the "Indemnity Agreements"). In addition, nothing contained herein shall deprive the General Partners of any defenses (or rights to defend) which the General Partners may have with respect to the claims of any third parties under any agreements to which the Partnership is a party and under which the General Partners have, after the Closing, any retained personal liabilities to such third parties.

2. CONTRIBUTION VALUE

The aggregate contribution value of the General Partnership Interests shall equal the "GP Value" (as defined on the Master Schedule), the aggregate contribution value of the Regency Limited Partnership Interests shall equal the "Regency LP Value" (as defined on the Master Schedule), and the aggregate contribution value of the Management Assets shall equal the "Management Value" (as defined on the Master Schedule), in each case subject to adjustment as hereinafter provided. As used herein, the term "Contribution Value" shall mean, collectively, the GP Value, the Regency LP Value and the Management Value. The Investor Limited Partners will receive consideration for their Partnership Interests, if and to the extent that they elect to transfer such interests, in accordance with and upon and subject to the terms and conditions set forth in Section 4.3.3.1 and Section 4.3.6 hereof. At the Closing, the GP Loans, if any, shall be contributed by the GP Loan Holders to the Transferee (or its permitted designee) and, in such event, the Transferee (or its permitted designee) shall pay the GP Loan Holders a sum (the "GP Loan Consideration") equal to the lesser of (i) the outstanding principal amount of the GP Loans plus accrued interest thereon as of the Closing and (ii) the "Maximum GP Loan Amount" (as defined on the Master Schedule). The GP Loan Consideration, if any, and the Contribution Value shall be payable as follows:

2.1 Deposit. On the first (1st) "Business Day" (as hereinafter defined) after the "Due Diligence Termination Date" (as hereinafter defined), provided this Agreement has not terminated in accordance with its terms, the Transferee shall deposit with Escrow Agent immediately available funds in an amount equal to the "Deposited Amount" (as defined on the Master Schedule) (which amount, together with any and all interest and dividends earned thereon, shall hereinafter be referred to as the "Deposit"). At the direction of the Transferee, Escrow Agent shall invest the Deposit in insured money market accounts, certificates of deposit, United States Treasury Bills or, subject to the approval of GP1 on behalf of the Transferor Parties (which approval shall not be unreasonably withheld, conditioned or delayed), such other instruments as the Transferee may instruct from time to time. At the Closing, the Deposit shall be applied to the "Cash Amount" (as hereinafter defined) or, in the event that the amount of the Deposit exceeds the Cash Amount, the excess shall be returned to the Transferee. In the event that the Contribution is not consummated for any reason other than a default under this Agreement on the part of the Transferee, the Deposit shall be returned to the Transferee.

2.2 Balance.

2.2.1 Definitions. As used in this Agreement, the following terms shall have the meanings ascribed thereto in this Section 2.2.1:

"2% Promote" shall have the meaning set forth on the Master Schedule.

"Aggregate Adjustment Amount" shall mean the net aggregate amount (regardless of whether such net amount is positive or negative) of the sum of the "Loan Adjustment Amount" (as defined in this Section 2.2.1) for all Partners plus the "Working Capital Adjustment Amount" (as defined in Section 7.5.1.2 hereof) for all Partners, calculated on the assumption that all Partners transfer their Partnership Interests to the Transferee in accordance with the terms hereof.

"Business Day" shall mean a day that is not a Saturday, Sunday or Federal holiday.

"Closing Common Stock Price" shall mean the average of the last reported sales price of the "Common Stock" (as defined in this Section 2.2.1) on the New York Stock Exchange on each of the twenty (20) consecutive "Trading Days" (as defined in this Section 2.2.1) ending on (and including) the fifth (5th) Trading Day prior to the Closing Date.

"Common Stock" shall mean the Class A Common Stock of the "REIT" (as defined in this Section 2.2.1).

"Holdback Amount" shall mean an amount equal to the product of the "Holdback Sum" (as defined on the Master Schedule) multiplied by the "Transferring Percentage" (as defined in this Section 2.2.1).

"Loan" shall mean the loan evidenced by the "Note" (as defined on the Master Schedule).

"Loan Adjustment Amount" for any Partner shall mean the amount by which the "Special Pre-Closing Distribution Amount" (as defined in Section 7.5.1.1 hereof) for such Partner would be increased if an amount equal to the "Loan Reduction Amount" (as defined on the Master Schedule) were received by the Partnership in cash immediately prior to the Closing Date and were distributed to the Partners (other than to the General Partners in respect of any 2% Promote) as part of the "Special Pre-Closing Distribution" (as defined in Section 7.5.1.1 hereof) in accordance with the "Special Pre-Closing Distribution Provisions" (as defined on the Master Schedule).

"Partnership Unit Designation" shall mean the partnership unit designation attached hereto as Exhibit "B" and made a part hereof.

"Preferred OP Units" shall mean a series of preferred limited partnership units in the Transferee having the rights and priorities, and subject to the terms and conditions, described in the Partnership Unit Designation.

"Preliminary Transaction Common Stock Price" shall mean the average of the last reported sales price of the Common Stock on the New York Stock Exchange on each of the twenty (20) consecutive Trading Days ending on (and including) the fifth (5th) Trading Day prior to the "Mailing Date" (as defined in Section 4.3.2 hereof).

"Proportionate Share" shall mean, with respect to each Partner in the Partnership, a percentage equal to the product of 100 multiplied by the quotient obtained by dividing (i) the value of the consideration payable to such Partner (or offered to such Partner in accordance with the "Offer," as defined in Section 4.3.3.1 hereof) in respect of its Partnership Interest, prior to adjustment on account of the Aggregate Adjustment Amount as provided herein (exclusive, in the case of the General Partners, of the "Special GP Rights Value," as defined

on the Master Schedule), by (ii) the aggregate value of consideration payable (or offered in accordance with the Offer) to all of the Partners in the Partnership, prior to adjustment on account of the Aggregate Adjustment Amount as provided herein (exclusive, in the case of the General Partners, of the Special GP Rights Value), assuming that all Partners transfer their Partnership Interests to the Transferee or its permitted designee(s) in accordance herewith.

"REIT" shall mean Apartment Investment and Management Company, a Maryland corporation.

"Trading Day" shall mean any day on which the Common Stock is actually traded on the New York Stock Exchange.

"Transaction Common Stock Price" shall mean the Preliminary Transaction Common Stock Price; provided, however, that: (A) in the event that the Closing Common Stock Price exceeds 106% of the Preliminary Transaction Common Stock Price, then the Transaction Common Stock Price shall equal the amount obtained by subtracting (i) 6% of the Preliminary Transaction Common Stock Price from (ii) the Closing Common Stock Price; or (B) in the event that the Closing Common Stock Price is less than 94% of the Preliminary Transaction Common Stock Price, then the Transaction Common Stock Price shall equal the sum of (i) 6% of the Preliminary Transaction Common Stock Price and (ii) the Closing Common Stock Price.

"Transferring Percentage" shall mean a percentage equal to the sum of the Proportionate Shares of the General Partners, the Regency LPs and any and all Investor Limited Partners who properly tender their Partnership Interests pursuant to the Offer.

2.2.2 OP Unit Notice. On the tenth (10th) Business Day prior to the Closing Date, GP1 (on behalf of all of the Transferor Parties and GP Loan Holders) shall deliver to the Transferee a notice (the "OP Unit Notice"), which notice shall: (a) specify the percentage of (i) the GP Value allocable to each General Partner, (ii) the GP Loan Consideration, if any, allocable to each GP Loan Holder and (iii) the Regency LP Value allocable to each of the Regency LPs (which percentage, or where the context requires, the amount produced by applying such percentage to the relevant value, shall with respect to each of the GP Value, the GP Loan Consideration and the Regency LP Value for each Transferor Party (and each GP Loan Holder) be hereinafter referred to as an "Allocable Share"); and (b) with respect to each Allocable Share and with respect to the Management Value, (i) specify the percentage that will be payable in cash (the

"Cash Percentage"), the percentage that will be payable in Common OP Units (the "Common OP Unit Percentage") and the percentage that will be payable in Preferred OP Units (the "Preferred OP Unit Percentage") and (ii) identify the dollar amount (taking into account all adjustments to the Contribution Value provided in this Agreement) to be payable in cash (the "Cash Portion" and, aggregated together with all of the other Cash Portions, the "Cash Amount"), the dollar amount (taking into account all adjustments to the Contribution Value provided in this Agreement) to be payable in Preferred OP Units (the "Preferred OP Unit Portion") and the dollar amount (taking into account all adjustments to the Contribution Value provided in this Agreement) to be payable in Common OP Units (the "Common OP Unit Portion" and, together with the Preferred OP Unit Portion, the "OP Unit Portion"). Each person or entity who is identified in the OP Unit Notice as a party who is to receive OP Units shall hereinafter be referred to as an "OP Unit Recipient," and collectively such parties shall hereinafter be referred to as the "OP Unit Recipients." Notwithstanding anything to the contrary contained herein, if the Manager, as indicated on the Master Schedule, consists of two (2) or more persons or entities, then, in addition to the foregoing, the OP Unit Notice shall (A) specify the percentage of the Management Value allocable to each such person or entity, (B) specify the Cash Percentage, the Common OP Unit Percentage and the Preferred OP Unit Percentage that will be payable to each such person or entity and (C) identify the Cash Portion, the Preferred OP Unit Portion and the Common OP Unit Portion payable to each such person or entity (and all cash and OP Unit deliveries to be made to the Manager pursuant to the terms hereof shall, in fact, be made proportionately to each such person or entity in accordance with the terms of the OP Unit Notice). In the OP Unit Notice, GP1 may designate that a portion of the GP Value be payable directly to the Manager in the forms described in such OP Unit Notice.

2.2.3 Deliveries. At the Closing, the Transferee shall:

2.2.3.1 adopt, execute and deliver the Partnership Unit Designation and issue to each OP Unit Recipient (other than the Manager):

(a) Preferred OP Units equal in value (as determined in accordance with Section 2.2.4 hereof) to (i) the Preferred OP Unit Portion, if any, attributable to the Allocable Shares of such OP Unit Recipient, as identified in the OP Unit Notice, minus (ii) (except with respect to the GP Loan Holders) an amount equal to such OP Unit Recipient's Preferred OP Unit Percentage of its Proportionate Share of the Holdback Amount; and

(b) Common OP Units equal in value (as determined in accordance with Section 2.2.4 hereof) to (i) the Common OP Unit Portion, if any, attributable to the Allocable Shares of such OP Unit Recipient, as identified in the OP Unit Notice, minus (ii) (except with respect to the GP Loan Holders) an amount equal to such OP Unit Recipient's Common OP Unit Percentage of its Proportionate Share of the Holdback Amount;

2.2.3.2 issue to the Manager:

(a) Preferred OP Units equal in value (as determined in accordance with Section 2.2.4 hereof) to the Preferred OP Unit Portion, if any, attributable to the Management Value, as identified in the OP Unit Notice; and

(b) Common OP Units equal in value (as determined in accordance with Section 2.2.4 hereof) to the Common OP Unit Portion, if any, attributable to the Management Value, as identified in the OP Unit Notice;

2.2.3.3 pay cash (or direct Escrow Agent to apply the Deposit for payment) to each party who has elected to receive cash pursuant to the terms hereof (by wire transfer of Federal funds) in an amount equal to the Cash Portion attributable to the Management Value or the Allocable Shares of such party, as applicable, minus (except with respect to the Manager and the GP Loan Holders) an amount equal to such party's Cash Percentage of its Proportionate Share of the Holdback Amount; and

2.2.3.4 deposit into the "Holdback Accounts" (as defined in Section 8.1.17.2 hereof), with respect to the Allocable Shares of each of the General Partners and the Regency LPs:

(a) Preferred OP Units equal in value (as determined in accordance with Section 2.2.4 hereof) to an amount equal to such Transferor Party's Preferred OP Unit Percentage, if any, of its Proportionate Share of the Holdback Amount;

(b) Common OP Units equal in value (as determined in accordance with Section 2.2.4 hereof) to an amount equal to such Transferor Party's Common OP Unit Percentage, if any, of its Proportionate Share of the Holdback Amount; and

(c) cash in an amount equal to such Transferor Party's Cash Percentage, if any, of its Proportionate Share of the Holdback Amount.

Notwithstanding anything to the contrary herein, if the Transferee reasonably determines that any of the OP Unit Recipients is not an "Accredited Investor" (as defined in Rule 501 of the General Rules and Regulations promulgated under the Securities Act of 1933, as amended (the "Act")), or does not meet other suitability standards, then the Transferee may, in its sole and absolute discretion, deliver cash in lieu of OP Units to those parties who, in the Transferee's reasonable determination, are not Accredited Investors.

2.2.4 Number of Units. The number of the Common OP Units, if any, which the OP Unit Recipients shall receive on account of the Common OP Unit Portion shall be determined by dividing the Common OP Unit Portion by the Transaction Common Stock Price. The number of Preferred OP Units, if any, which the OP Unit Recipients shall receive on account of the Preferred OP Unit Portion shall be determined by dividing the Preferred OP Unit Portion by the liquidation preference of the Preferred OP Units.

2.3 Adjustment for Prorations and Closing Costs. On the Closing Date, the Allocable Share of each portion of the Contribution Value payable to each of the General Partners and each of the Regency LPs shall be adjusted (a) upward by an amount equal to the respective Loan Adjustment Amount for each such Partner and (b) upward or downward, as applicable, by the respective Working Capital Adjustment Amount for each such Partner as calculated in accordance with the terms of Section 7.5.1.2 hereof (depending on whether such amount is positive or negative, respectively).

3. OPENING OF ESCROW.

On or before the third (3rd) Business Day after the Execution Date, the Transferee and the Transferor Parties shall cause an escrow ("Escrow") to be opened with Escrow Agent by delivery to Escrow Agent of a fully executed copy of this Agreement. This Agreement shall constitute escrow instructions to Escrow Agent as well as the agreement of the parties. Escrow Agent is hereby appointed and designated to act as Escrow Agent and instructed to deliver, pursuant to the terms of this Agreement, the documents and funds to be deposited into Escrow as herein provided. The parties hereto shall execute such additional escrow instructions (not inconsistent with this Agreement as determined by counsel for the Transferee and the Transferor Parties) as Escrow Agent shall deem reasonably necessary for its protection, including Escrow Agent's general provisions (as may be modified by the Transferee, the

Transferor Parties and Escrow Agent). In the event of any inconsistency between the provisions of this Agreement and such additional escrow instructions, the provisions of this Agreement shall govern.

4. ACTIONS PENDING CLOSING.

4.1 Due Diligence.

4.1.1 Property Documents. On or before the third (3rd) day after the Execution Date, the Transferor Parties shall deliver to the Transferee for its review true, correct and complete copies of all of the items set forth on Schedule 4.1.1 (collectively, the "Property Documents"), to the extent that the same are in the possession or control of any or all of the Transferor Parties or the GP Loan Holders or their respective agents, auditors or independent contractors, all at the sole cost and expense of the Partnership, together with a list identifying each document so delivered. From and after the Execution Date, the Transferor Parties shall make available to the Transferee and its agents and representatives for review all other contracts, documents, books, records and other materials relating to the Property, the Partnership, all Partnership Interests, the Loan and the GP Loans, to the extent that the same are in the possession or control of any or all of the Transferor Parties or the GP Loan Holders or their respective agents, auditors or independent contractors, all at the sole cost and expense of the Partnership.

4.1.2 Property Questionnaire. On or before the tenth (10th) day after the Execution Date, the Manager shall deliver to the Transferee a property questionnaire for the Complex in the form of Exhibit "C" attached hereto (the "Property Questionnaire"), which the Manager shall cause to be completed in good faith and based upon the actual knowledge of its employees responsible for management of the Property. None of the Transferor Parties shall have any liability to the Transferee or its permitted designee(s) for any inaccuracy in the Property Questionnaire, provided that (a) such Transferor Party does not have any actual knowledge of such inaccuracy as of the date on which the Property Questionnaire is delivered to the Transferee and (b) any liability of the Transferor Parties under this Section 4.1.2 shall be subject to the same limitations, and the Transferee shall have as its exclusive remedies on account of any liability of the Transferor Parties under this Section 4.1.2 the rights and remedies, as are set forth with respect to the "Special Conditions" (as hereinafter defined) in Section 8.I.17 hereof.

4.1.3 The Transferee's Diligence Tests. The Transferee, its agents and representatives shall be entitled, at the Transferee's sole cost and expense, to: (a)

enter onto the Complex to perform any inspections, investigations, studies and tests of the Property ("Investigations"), including, without limitation, physical, structural, mechanical, architectural, engineering, soils, geotechnical and environmental tests, that the Transferee deems appropriate; (b) cause an environmental assessment of the Property to be performed; (c) review all Property Documents and examine and copy any and all books and records maintained by any or all of the Transferor Parties or their respective agents (including, without limitation, all documents relating to utilities, zoning and the access, subdivision and appraisal of, and all legal requirements affecting, all or any portion of the Property); and (d) investigate such other matters as the Transferee may desire. The Transferee shall not, without the prior written consent of GP1 (which consent shall not be unreasonably withheld, conditioned or delayed), enter onto the Complex, communicate with the "Tenants" (as hereinafter defined) or conduct any Investigations (invasive or otherwise). The Transferee shall comply with the "Leases" (as hereinafter defined) and all applicable laws in entering onto the Complex. The Transferee shall indemnify, protect, defend and hold harmless the Transferor Parties and the Partnership from any and all liabilities, claims, causes of action, liens, damages and expenses (collectively, "Damages"), including, without limitation, attorneys' fees and expenses, incurred by the Transferor Parties and/or the Partnership arising out of any Investigations or other acts or omission by or on behalf of the Transferee pursuant to this Section 4.1.3; provided, however, that the Transferee shall not indemnify the Transferor Parties or the Partnership for any Damages caused by the Transferor Parties' or the Partnership's gross negligence or willful misconduct or any physical condition existing on the Complex prior to the Transferee's or its agent's or representative's entry thereon. The Transferee shall promptly restore any areas disturbed by Investigations to their condition prior to the performance of the Investigations. The provisions of the preceding sentences of this Section 4.1.3 shall survive the Closing or the earlier termination of this Agreement.

4.1.4 The Transferee's Property Diligence Termination Right. The Transferee shall have the right at any time on or before the date (the "Due Diligence Termination Date") that is sixty (60) days after the Execution Date to terminate this Agreement if the Transferee determines in its sole and absolute discretion that all or any portion of the Property, the Partnership, all Partnership Interests, the Loan or any of the GP Loans is not acceptable to the Transferee. In the event that the Transferee fails to deliver written notice to the Transferor Parties waiving its termination rights hereunder (such notice being referred to herein as the "Waiver Notice") on or before the Due Diligence Termination Date, then (a) the Transferee and the General Partners shall each pay (or the General Partners shall cause the Partnership to pay) one-half (½) of the cancellation charges, if any, of Escrow Agent, and (b) this

Agreement shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof which expressly survives the termination of this Agreement. Except as otherwise expressly provided in this Agreement (including, without limitation, Section 4.2, Section 6.1 and Section 13 hereof), the Transferee's delivery of the Waiver Notice shall constitute a waiver of any right by the Transferee to terminate this Agreement as a result of the condition of the Property, the Partnership, any Partnership Interests, the Loan or any of the GP Loans. As used in this Agreement, the term "Due Diligence Period" shall mean the period commencing on the Execution Date and ending on the Due Diligence Termination Date.

4.2 Title.

4.2.1 Deliveries. Within ten (10) days after the Execution Date, the Transferor Parties shall instruct: (a) Stewart Title Guaranty Company (in such capacity, "Title Company") to issue and deliver to the Transferee a "Binder" (as defined on the Master Schedule); (b) Title Company to deliver to the Transferee legible copies of all documents referenced as exceptions in the Binder (collectively, the "Underlying Documents"); and (c) Title Company to perform and deliver to the Transferee a search for filings (at the state and county levels) pursuant to the Uniform Commercial Code with regard to the Personal Property (the "UCC Search"). The Transferee may at its election in its sole and absolute discretion and at its sole cost and expense, cause a surveyor licensed in the State where the Complex is located to prepare and deliver to the Transferee and Title Company a current as-built survey for the Complex (the "Survey"), in form and substance satisfactory to the Transferee in its sole and absolute discretion. The Binder, the Underlying Documents, the UCC Search and the Survey shall be collectively referred to herein as the "Title Documents."

4.2.2 The Transferee's Review of Title.

4.2.2.1 The Transferee shall have ten (10) days after receipt of the Title Documents to notify the General Partners in writing of any objections which the Transferee may have to any matters reported or shown in the Title Documents (such a written notice being referred to herein as an "Objection Notice"); provided, however, that in the event that the Transferee has not obtained the Survey on or before the date that is fifty (50) days after the Execution Date, then the Transferee shall have only until the Due Diligence Termination Date to deliver such notice, without regard to the number of days between receipt of the Survey and the Due Diligence Termination Date. In the event that any update to the Title Documents is received by the Transferee, the Transferee shall have an additional five (5) Business

Days, regardless of the passage of the Due Diligence Termination Date, following the Transferee's receipt of such update and legible copies of all documents referenced therein, to notify the General Partners of any objection to the items shown on such update (other than "Permitted Exceptions," as hereinafter defined) which were not disclosed on the previously delivered Title Documents. Not more than fifteen (15) and not less than ten (10) days prior to the Due Diligence Termination Date, the Transferor Parties shall cause the Title Company to deliver to the Transferee a current update of the Binder, together with legible copies of all documents referenced therein and not included in the previously delivered Title Documents.

4.2.2.2 In addition to (i) the leases, licenses, tenancies and other occupancy agreements now or hereafter in effect at the Complex (collectively, the "Leases"), (ii) the liens created by the documents executed by the Partnership in connection with the Loan (collectively, the "Loan Documents") and (iii) the lien of non-delinquent real property taxes and assessments, any encumbrance, lien or other matter affecting title reported in or shown by the Title Documents (or any updates thereof) that is (a) insured over to the satisfaction of the Transferee in its sole and absolute discretion or (b) not timely objected to by the Transferee in accordance with Section 4.2.2.1, shall be deemed to be a "Permitted Exception." The General Partners shall cause the Partnership to take all commercially reasonable actions necessary to cure or remove (or, with respect to title, insure over) any matters so objected to by the Transferee, provided that the General Partners shall not be required to cause the Partnership to institute any litigation or expend funds, in the aggregate, in excess of \$25,000 to cure such defects. If the Partnership is unable, after the exercise of commercially reasonable efforts, to cure or remove (or, with respect to title, satisfactorily insure over) any exceptions or matters objected to by the Transferee as provided above, then (A) GP1 shall deliver written notice of such inability to the Transferee within ten (10) Business Days after delivery of the Objection Notice to GP1 and (B) the Transferee may, as its sole remedy either: (a) terminate this Agreement (in which case Escrow Agent shall return the Deposit to the Transferee, the Transferee shall pay any cancellation charges of Escrow Agent, and neither party shall thereafter have any rights or obligations to the other hereunder, other than pursuant to any provision hereof which expressly survives the termination of this Agreement); or (b) proceed to a timely Closing whereupon such objected-to exceptions or matters shall be deemed to be Permitted Exceptions.

4.2.3 Condition of Title at Closing. From and after the date on which the Transferee delivers notice of its objection to matters disclosed in the Title Documents, none of the Transferor Parties or the Partnership shall take any action or commit or suffer any acts (other than curative acts required under Section 4.2.2) that

would alter the current legal description of the Real Property, or cause the creation of any exception or encumbrance against or respecting the Real Property (other than Leases entered into in accordance with Section 11.1.9 hereof and the lien of non-delinquent real property taxes and assessments) without the prior written consent of the Transferee, which consent may be withheld in the Transferee's sole and absolute discretion. Nothing in this Section 4.2.3 shall preclude the Transferee from disapproving title matters in accordance with the provisions of Section 4.2.2 hereof.

4.3 Limited Partner Consents: Tender Offer.

4.3.1 Fairness Opinion. For a period of thirty (30) days commencing on the Due Diligence Termination Date, the Transferor Parties shall use best efforts to obtain an opinion from a financial advisor confirming the fairness to the Investor Limited Partners, from a financial point of view, of the "Offer Price" (as defined on the Master Schedule and adjusted pursuant to the terms of Section 4.3.3.1 hereof) and the valuation of the OP Units (a "Fairness Opinion"). In the event that the Transferor Parties are unable to obtain a Fairness Opinion within such thirty (30) day period after the exercise of best efforts, then GP1 (on behalf of all the Transferor Parties) may elect, in its sole and absolute discretion, to terminate this Agreement by delivering written notice of termination to the Transferee not later than five (5) Business Days thereafter, in which event this Agreement shall terminate, Escrow Agent shall return the Deposit to the Transferee, all other documents, instruments and funds delivered into Escrow shall be returned to the party that delivered the same into Escrow, the General Partners shall pay (or cause the Partnership to pay) all cancellation charges, if any, of Escrow Agent, and the General Partners shall reimburse (or cause the Partnership to reimburse) the Transferee for its reasonable out-of-pocket third party costs and expenses (up to a maximum amount of \$20,000) incurred in connection with the Survey and the structural and environmental Investigations. None of the terms of this Agreement are intended, in any way, to limit any rights that any Transferor Party may have for reimbursement under the terms of the Partnership Agreement of any amounts payable by the Transferor Parties in connection with any termination of this Agreement.

4.3.2 Consent Solicitation. On or before the date that is fifteen (15) days after the Due Diligence Termination Date, the General Partners shall deliver to the Transferee, for the Transferee's review and approval (which approval shall not be unreasonably withheld, conditioned or delayed, provided that the Transferee shall have the right to approve, in its sole and absolute discretion, any disclosure relating to its securities and the Transferee shall provide any comments within five (5) Business Days after its receipt of the draft), a draft of a consent solicitation (as so approved, the

"Consent Solicitation") to be distributed to the Investor Limited Partners (a) describing the transactions contemplated by this Agreement and (b) requesting the Investor Limited Partners' consent to (i) an amendment to the Partnership Agreement substantially in the form of Exhibit "D" attached hereto and incorporating such additional terms and provisions as may be proposed by the Transferee based on its diligence during the Due Diligence Period and approved by the General Partners (which approval shall not be unreasonably withheld, conditioned or delayed) (the "Partnership Amendment"), (ii) the admission of the Transferee (or its permitted designee) as an additional general partner and the transfer to the Transferee (or its permitted designee(s)) of the General Partnership Interests as of the Closing (including, without limitation, each General Partner's rights as attorney-in-fact coupled with an interest in connection with the conduct of the Partnership on the terms set forth in the Partnership Agreement), (iii) the release of any claims relating to the Partnership held by such Investor Limited Partner against the General Partners, the Regency LPs and the Manager effective as of the Closing and (iv) any other consent necessary or desirable to complete the transactions contemplated by this Agreement. On the date (the "Mailing Date") that is the later to occur of (A) the twenty fifth (25th) day after the Due Diligence Termination Date and (B) the fifth (5th) Business Day after the date on which the Transferor Parties obtain the Fairness Opinion or waive (or are deemed to have waived) their termination right pursuant to Section 4.3.1 hereof (or such other earlier or later date as may be acceptable to the General Partners and the Transferee), the General Partners will send the Consent Solicitation and all documents referenced therein to each of the Investor Limited Partners. The General Partners shall conduct the consent solicitation described herein in a manner consistent with their obligations under the Act, and such consent solicitation shall not be conducted as a general solicitation as described under Regulation D promulgated under the Act. The materials distributed with the Consent Solicitation shall include a pre-printed acknowledgment of consent to the matters specified in the preceding clause (b) (a "Consent") that must be executed and delivered by the Investor Limited Partners, if at all, on or before the date (the "Consent Date") that is thirty (30) Business Days after the Mailing Date, or such other date as the parties hereto may agree. The General Partners and the Regency LPs hereby covenant and agree to unconditionally approve and consent to all of the transactions contemplated by the Consent Solicitation.

4.3.3 Cash Tender Offer.

4.3.3.1 On or before the date that is fifteen (15) days after the Due Diligence Termination Date, (a) GP1 shall deliver to the Transferee a true, correct and complete list of the last known addresses for all of the Investor Limited Partners and (b) the Transferee shall deliver to GP1 a draft of a document (the "Offer Document")

describing an offer by the Transferee to purchase for cash the Partnership Interests of each Investor Limited Partner for a price equal to the Offer Price, payment of which shall be made net of an amount (per each 1% Partnership Interest held by an Investor Limited Partner) equal to the "Holdback Portion" (as defined on the Master Schedule) and which amount shall be deposited at the Closing into the Holdback Accounts and applied in accordance with the terms of the "Custodial Account Agreements" (as hereinafter defined). The Offer Document is to be delivered to GP1 for GP1's review for the sole purpose of reviewing any information relating to the Holdback Accounts, the Aggregate Adjustment Amount, the "Closing Costs" (as hereinafter defined), the Loan Adjustment Amount and the Working Capital Adjustment Amount and GP1 shall deliver to the Transferee any comments within five (5) Business Days of GP1's receipt of such draft. The Offer Document shall include a condition to the Offer (which condition shall be for the benefit of the General Partners) that the Offer shall be withdrawn by the Transferee if the "Requisite Consent" (as defined on the Master Schedule) has not been obtained on or before the Consent Date. On the Mailing Date, the Transferee will send the Offer Document to the addresses for the Investor Limited Partners supplied by GP1 and commence a cash tender offer (together with any supplement thereto pursuant to the terms of Section 4.3.6 hereof, the "Offer") to purchase from each of the Investor Limited Partners any or all of their Partnership Interests. The Offer shall expire at 5:00 p.m. New York time on the Consent Date.

4.3.3.2 Except as otherwise expressly provided in Section 4.3.6, the Transferee may not change the form of consideration, reduce the Offer Price, withdraw the Offer or amend any material term of the Offer in a manner adverse to the interests of the Investor Limited Partners without the prior written consent of GP1. On the Closing Date, the Transferee will accept all Partnership Interests validly tendered and not withdrawn prior to the Consent Date.

4.3.4 Exchange of Information. From and after the Execution Date, the General Partners and the Transferee shall cooperate with each other and furnish each other in writing with such additional information and such other assistance as the other party or its agents may reasonably request in connection with the Offer and the Consent Solicitation. Upon the Closing, the General Partners and the Transferee will take such actions as are required under the Partnership Agreement to effect the admission of the Transferee or its permitted designee(s) as a general partner and as a limited partner of the Partnership in accordance with the terms of the Partnership Agreement. The Transferee may include in the Offer Document, and the General Partners may include in the Consent Solicitation, any information with respect to the Partnership or the Transferee, as applicable, and such qualifications and disclaimers, as such party shall determine is necessary or appropriate. The Transferee represents

and warrants to the General Partners that (a) the Offer Document (other than any information contained therein provided by the General Partners, in writing, for inclusion in the Offer Document), and (b) the information provided by the Transferee, in writing, for inclusion in the Consent Solicitation, do not and will not on the date provided, contain any untrue statement of a material fact or omit to state any material fact that is required to be stated therein or necessary in order to make the statements and the information contained therein, in light of the circumstances under which they were made, not misleading. The General Partners represent and warrant to the Transferee that (i) the Consent Solicitation (other than any information contained therein provided by the Transferee, in writing, for inclusion in the Consent Solicitation), and (ii) the information provided by the General Partners, in writing, for inclusion in the Offer Document, do not and will not on the date provided, contain any statement of a material fact known to be untrue by the General Partners or omit to state any material fact known to the General Partners that is required to be stated therein or necessary in order to make the statements and the information contained therein, in light of the circumstances under which they were made, not misleading. The Transferee shall promptly notify the General Partners of, and shall promptly correct, and each of the General Partners shall promptly notify the Transferee of, and shall promptly correct, any information provided by it, in writing, for use in the Offer Document and/or the Consent Solicitation that shall have become (and which, in the case of information provided by the General Partners, the General Partners know has become) untrue or misleading in any material respect. Each of the Transferee and the General Partners shall indemnify, defend and hold the other harmless from and against any and all Claims arising from or in connection with any untrue or materially misleading statement or omission in any information provided in writing by such party in connection with the Consent Solicitation and/or the Offer Document; provided, however, that the General Partners shall have no personal liability to the Transferee under this Section 4.3.4 and the liability of the General Partners to the Transferee under this Section 4.3.4 shall be subject to the same limitations, and the Transferee shall have as its exclusive remedies on account of any liability of the General Partners under this Section 4.3.4 the rights and remedies, as are set forth with respect to the Special Conditions in Section 8.1.17 hereof.

4.3.5 General Partner Recommendation. At all times from the Mailing Date through the Consent Date, the General Partners shall recommend to the Investor Limited Partners that they accept the Offer and approve and consent to the transactions contemplated by the Consent Solicitation (such recommendation, however, to be qualified by the need for each Investor Limited Partner to consult with its tax and other advisors concerning any such consent or election), unless the General Partners

have withdrawn or changed either or both of such recommendations in accordance with the exercise of their fiduciary duties or as otherwise required by law.

4.3.6 OP Unit Tender Offer. Notwithstanding the provisions of Section 4.3.3 hereof requiring the Transferee to purchase Partnership Interests of Investor Limited Partners for cash, for all Investor Limited Partners that the Transferee reasonably believes to have the requisite level of business sophistication to qualify as Accredited Investors (based on information (a) provided by the General Partners, (b) readily available from third party sources or (c) provided to the Transferee by the subject Investor Limited Partners without the Transferee's or the Transferor Parties' solicitation thereof), upon the Mailing Date, the Transferee shall provide an amendment to the Offer allowing such Investor Limited Partners, at their option, to contribute all or any of their Partnership Interests to the Transferee for OP Units in lieu of or in combination with cash, upon delivery of an enclosed "Investor Questionnaire" (as defined in Section 6.1.12 hereof) duly completed in a manner satisfactory to the Transferee. For purposes of determining the number of OP Units that an Investor Limited Partner may receive, Common OP Units will be deemed to have a value equal to the Transaction Common Stock Price and Preferred OP Units will be deemed to have a value equal to their liquidation preference.

4.4 Loan Assumption Approval. If the Transferee delivers a Waiver Notice pursuant to Section 4.1.4 hereof, then within five (5) Business Days of delivery of such Waiver Notice to GP1, the Transferor Parties shall deliver to the lender under the Loan (the "Lender") a written request for consent, as and to the extent such consent is required under terms of the documents governing the Loan, to the transactions contemplated by this Agreement. The Transferor Parties and the Transferee shall cooperate with each other to provide the Lender with any and all documents reasonably requested by Lender in connection with such request for consent.

4.5 Employees.

4.5.1 Liabilities. Attached hereto as Schedule 4.5 is a list of all employees of the Partnership (the "Employees") as of the Execution Date. During the Due Diligence Period, GP1 shall use commercially reasonable efforts to cooperate with the Transferee in granting access to Employees and the employment agreements of Employees. On or before the forty-fifth (45th) day after the Execution Date, the Transferee will deliver written notice to GP1 specifying (i) the individuals that it proposes to retain as employees of the Partnership from and after the Closing Date (the "Proposed Transferred Employees") and (ii) the basic terms of employment which it proposes to offer such Proposed Transferred Employees. The Transferee

shall determine the Proposed Transferred Employees, if any, in accordance with applicable employment laws. The Partnership shall have the right to enter into severance arrangements with any Employees (including, without limitation, the Proposed Transferred Employees). All Proposed Transferred Employees with whom the Partnership does not enter into severance arrangements (and who remain employees of the Partnership after the Closing) shall hereinafter be referred to as "Transferred Employees." All known obligations, debts and liabilities relating to any and all employees of the Partnership that are not Transferred Employees (such employees being hereinafter referred to as "Non-Transferred Employees") for periods prior to the Closing Date, including, without limitation, all salaries, accrued vacations, bonuses and liabilities under severance or employment agreements for the Non-Transferred Employees, are the responsibility of the Partnership (as constituted prior to the Closing) and are to be paid prior to the Closing out of cash held by the Partnership in excess of the "Retained Cash Amount" (as hereinafter defined). The Partnership shall have the right (in its sole and absolute discretion) to terminate or not terminate any or all of the Non-Transferred Employees. For any Non-Transferred Employees that remain employees of the Partnership from and after the Closing Date, the General Partners shall assume any and all liabilities under any health, welfare, insurance, disability, retirement or similar plans, policies or arrangements and other liabilities or obligations concerning or relating to Non-Transferred Employees for periods following the Closing Date and shall indemnify, defend and hold the Transferee harmless from and against any and all Claims arising out of or relating in any way to the employment, employment practices, terms and conditions of employment or termination of employment by the Partnership of any Non-Transferred Employee for periods following the Closing Date, including, without limitation, any current or future Claims or allegations regarding the violation of applicable Federal, state and local laws, rules and regulations relating to immigration, discrimination, harassment, terms and conditions of employment, work hours, wages, plant closings or mass layoffs, child labor, occupational health and safety, and the payment and withholding of taxes and other sums required by government authorities; provided, however, that the Transferee shall indemnify, defend and hold the Transferor Parties harmless from any and all Claims, allegations, obligations, debts and liabilities relating to or by any Non-Transferred Employees to the extent that such Claims, allegations, obligations, debts or liabilities arise out of any failure by the Transferee to abide by applicable employment laws in determining the Transferred Employees. All known obligations, debts and liabilities relating to any Transferred Employees, which are (a) due and payable on or prior to the Closing Date and (b) attributable to the period prior to the Closing, are the responsibility of the Partnership (as constituted prior to the Closing) and are to be paid prior to the Closing out of cash held by the Partnership in excess of the Retained Cash Amount. All obligations, debts and liabilities relating to any Trans-

ferred Employees, which have accrued but are not due or payable prior to the Closing (including, without limitation, accrued vacations and accrued bonuses), are the responsibility of the Partnership (as constituted after the Closing) and the Working Capital Adjustment Amount shall be calculated taking such liabilities into account. All obligations, debts and liabilities relating to any Transferred Employees, which are attributable to the period after the Closing, are the responsibility of the Partnership (as constituted after the Closing). Notwithstanding the foregoing, the Transferee shall have as its exclusive remedies on account of any liability under this Section 4.5.1, the rights and remedies that are set forth with respect to the Special Conditions in Section 8.1.17 hereof.

4.5.2 Acknowledgments. The Transferor Parties acknowledge and agree that, except as provided in Section 4.5.1 hereof: (a) no representations or commitments concerning the terms or conditions of employment by the Partnership following the Closing have been or will be given by the Transferee to any employees of the Partnership; (b) except as the Transferee may otherwise agree in writing, the employment of any individual by the Partnership following the Closing shall be on an at-will basis, and the Partnership or any such employee may terminate the employment relationship at any time, for any reason, with or without cause or notice; and (c) the terms and conditions of the Transferred Employees' employment by the Partnership following the Closing are subject to change at any time with or without notice. With respect to all Transferred Employees, the Transferee hereby acknowledges and agrees that to the extent that any health plan existing immediately prior to the Closing for any Transferred Employee is terminated by the Partnership after the Closing, any new health plan obtained for the benefit of such Transferred Employee shall waive any and all "pre-existing medical condition" exemptions (other than any that relate to any pre-existing medical conditions of such Transferred Employee which were exempted as pre-existing medical conditions under the terminated health plan with respect to such Transferred Employee).

4.6 GP Loans. At the Closing, the GP Loans, if any, shall be contributed by the GP Loan Holders to the Transferee (or its permitted designee) pursuant to the terms of Section 2 hereof. Additional advances by the General Partners to the Partnership may be included in the GP Loans contributed to the Transferee (or its permitted designee) pursuant hereto, provided that such advances are made in accordance with, and subject to the limitations of, Section 11.1.11.2 hereof.

5. DESCRIPTION OF PROPERTY

5.1 The Improvements As used herein, the term "Improvements" shall mean all of the Partnership's right, title and interest in and to all buildings, improvements,

structures and fixtures now or hereafter located on or in the Land Parcel, including, without limitation, the "Complex Buildings" (as defined on the Master Schedule).

5.2 The Real Property. As used herein, the term "Real Property" shall mean all of the Partnership's right, title and interest in and to (a) the Land Parcel, (b) the Improvements, (c) all apparatus, equipment and appliances (to the extent owned by the Partnership) affixed to and used in connection with the operation or occupancy of the Land Parcel and/or any of the Improvements (such as heating, air conditioning or mechanical systems and facilities used to provide any utility services, refrigeration, ventilation, waste disposal or other services) and now or hereafter located on or in the Land Parcel or any of the Improvements, and (d) all rights, privileges and easements appurtenant to or used in connection with the Land Parcel and/or any of the Improvements, including, without limitation, all minerals, oil, gas and other hydrocarbon substances, all development rights, air rights, water, water rights and water stock relating to the Land Parcel, all strips and gores, all of the Partnership's right, title and interest in and to any streets, alleys, easements, rights-of-way, public ways, or other rights of the Partnership appurtenant, adjacent or connected to the Land Parcel.

5.3 The Personal Property. As used herein, the term "Personal Property" shall mean all of the Partnership's right, title and interest in and to all of that certain tangible personal property, equipment and supplies situated at the Real Property and used by the Partnership in connection with the use, operation, maintenance or repair of all or any portion of the Real Property. The Personal Property shall not include cash or bank accounts, all of which shall remain the Partners' property and may be conveyed by the Partnership to the Partners prior to the Closing; provided, however, that the Retained Cash Amount shall be included as part of the Personal Property.

5.4 The Intangible Property. As used herein, the term "Intangible Property" shall mean all of the Partnership's right, title and interest in and to all of that certain intangible property used by the Partnership in connection with all or any portion of the Real Property and/or the Personal Property, including, without limitation, (a) the Leases, all contract rights, including, without limitation, all service, maintenance, repair, management supply and other contracts relating to the Complex (collectively, the "Service Contracts"), books, records, reports, test results, environmental assessments, if any, as-built plans, specifications and other similar documents and materials relating to the use, operation, maintenance, repair, construction or fabrication of all or any portion of the Real Property and/or the Personal Property (all to the extent owned by the Partnership); (b) all rights, if any, in and to the "Complex Name" (as defined on the Master Schedule); (c) all transferable business licenses, architectural, site, landscaping or other permits, applications, approvals, authorizations and other

entitlements affecting any portion of the Real Property; (d) all transferable guarantees, warranties and utility contracts relating to all or any portion of the Real Property; and (e) (subject to the terms of Sections 7.5.1.3 and 11.2.10 hereof) all escrow accounts and reserves maintained by the Lender in connection with the Loan.

6. CONDITIONS TO CLOSING.

6.1 The Transferee's Closing Conditions. The obligation of the Transferee to complete the transactions contemplated by this Agreement is subject to the following conditions precedent (and conditions concurrent, with respect to deliveries to be made by the parties at Closing) (the "Transferee's Closing Conditions"), which conditions may be waived by the Transferee only in a writing executed by the Transferee:

6.1.1 Title. Title Company shall be prepared and irrevocably committed to issue to the Transferee or its permitted designee, as to the Real Property, an American Land Title Association extended coverage owner's policy of title insurance (or local equivalent) (with an effective date not earlier than the Closing Date) in favor of the Partnership (a) showing marketable fee simple title to the Real Property vested in the Partnership (or a land trust of which the Partnership is the sole beneficiary), (b) containing no exceptions other than the Permitted Exceptions, (c) stating liability coverage in such amounts as shall be determined by the Transferee and (d) with such endorsements as the Transferee may reasonably request (including, without limitation, a non-imputation endorsement as to the knowledge of the Transferor Parties) (the "Owner's Title Policy").

6.1.2 Transferor Parties' Due Performance. All of the Special Conditions shall be satisfied in all material respects as of the Closing Date, all of the representations and warranties of the Transferor Parties set forth in this Agreement shall be true, correct and complete in all material respects as of the Closing Date, and (subject to any applicable cure period) the Transferor Parties, on or prior to the Closing Date, shall have complied with and/or performed all of the obligations, covenants and agreements required on the part of Transferor Parties to be complied with or performed pursuant to the terms of this Agreement. Notwithstanding the foregoing, if, prior to the Closing Date, the Transferor Parties disclose to the Transferee that any Special Condition set forth in Section 8.1.2.3 or Section 8.1.14 of this Agreement is not satisfied, such disclosure shall not constitute a default under this Agreement to the extent that the Working Capital Adjustment Amount is calculated taking all additional disclosed liabilities into account; provided, however, that if after taking into account all additional disclosed liabilities, the Aggregate Adjustment Amount would exceed the sum of (a) the Contribution Value plus (b) the aggregate of the unadjusted amounts offered to Investor Limited Partners for their Partnership Interests plus (c) the Loan Adjust-

ment Amount for all of the Partners, then such disclosure shall (subject to the terms of Section 11.1.5 hereof) constitute a default under this Agreement.

6.1.3 Physical Condition of Property. Subject to the provisions of Section 11 and Section 12 hereof, the physical condition of the Property shall be substantially the same on the Closing Date as on the Execution Date, except for reasonable wear and tear and any damages due to any act of the Transferee or its representatives.

6.1.4 Bankruptcy. No action or proceeding shall have been commenced by or against the Transferor Parties or the Partnership under the Federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors and no attachment, execution, lien or levy shall have attached to or been issued with respect to the Partnership's or the Transferor Parties' interest in the Property or any portion thereof (other than any such attachment, execution, lien or levy that (a) is immediately dischargeable in its entirety upon payment of money, (b) is provided for in the Working Capital Adjustment Amount and (c) does not cause any excess of Partnership Liabilities over Partnership Assets that is provided for in the calculation of the Working Capital Adjustment Amount for all of the Partners to exceed the sum of (i) the Contribution Value plus (ii) the aggregate of the unadjusted amounts offered to Investor Limited Partners for their Partnership Interests plus (iii) the Loan Adjustment Amount for all of the Partners).

6.1.5 Assignment of Partnership Interests. At the Closing, each of the General Partners and each of the Regency LPs shall execute and deliver an assignment of its Partnership Interests (exclusive of any rights retained pursuant to the terms of Section 1.2 hereof) in the form of Exhibit "E" attached hereto (collectively, the "Partnership Assignments").

6.1.6 Lender Approval. The Lender shall have delivered in writing its consent to the transactions contemplated by this Agreement, which consent shall not be subject to any unreasonable conditions (the "Loan Assumption Approval"). The parties hereby acknowledge and agree that as used in this Section 6.1.6, the phrase "unreasonable conditions" shall include, without limitation, the following: (a) any conditions that adversely affect the REIT's ability to qualify as a "real estate investment trust" under Sections 856 through 860 of the Code; (b) any conditions that affect the Transferee's or the REIT's ability to satisfy any terms, conditions or provisions of any existing credit facilities or credit agreements to which either is a party; and (c) any conditions that would expand the liabilities of the Transferee or the REIT (or any of their affiliates) beyond the liabilities of the Transferor Parties (or any of their affiliates) under the terms of the Loan Documents as of the Execution Date (provided

that, to the extent required by the Lender, the Transferee (and not its designee) shall execute and deliver an environmental indemnity agreement and an agreement assuming liability for customary non-recourse carve-outs in favor of the Lender).

6.1.7 Non-Foreign Affidavit. At the Closing, the General Partners and each of the Regency LPs shall execute and deliver to the Transferee a non-foreign affidavit in the form of Exhibit "F" attached hereto (collectively, the "Non-Foreign Affidavits").

6.1.8 Property Questionnaire. The Transferor Parties shall have delivered the Property Questionnaire to the Transferee in accordance with the terms of Section 4.1.2 hereof and the Property Questionnaire shall remain true, correct and complete in all material respects as of the Closing Date.

6.1.9 Acknowledgment. At the Closing, the Transferee shall have received an acknowledgment of acceptance of limited partner in the form of Exhibit "G" attached hereto (the "Acknowledgment") executed by each OP Unit Recipient.

6.1.10 Assignment of Management Assets. At the Closing, the Manager shall execute and deliver an assignment of the Management Assets (exclusive of any rights retained pursuant to the terms of Section 1.2 hereof) in the form of Exhibit "H" attached hereto (the "Assignment of Management Assets").

6.1.11 Registration Rights Agreement. At the Closing, the Transferee shall have received a registration rights agreement in the form of Exhibit "I" attached hereto (the "Registration Rights Agreement"), executed by each OP Unit Recipient.

6.1.12 Investor Questionnaires. On or before the fifth (5th) Business Day prior to the Closing Date, the Transferee shall have received investor questionnaires, duly completed in a manner satisfactory to the Transferee, in the form of Exhibit "J" attached hereto (collectively, the "Investor Questionnaires"), executed by each of the OP Unit Recipients.

6.1.13 Assignment of GP Loans. In the event that there are any GP Loans, the Transferee (or its permitted designee) shall have received an assignment of the GP Loans in the form of Exhibit "K" attached hereto (the "GP Loan Assignment"), executed by each GP Loan Holder.

6.1.14 No Moratorium. No moratorium, statute, regulation, ordinance, legislation, order, judgment, ruling or decree of any governmental agency or of any court shall have been enacted, adopted, issued, entered or pending from or after the

date on which the Transferee waives its right to terminate this Agreement pursuant to Section 4.1.4 hereof which is directed specifically at the Property and which would have a material adverse effect on the ability of the Transferee to operate the Property as it is currently operated.

6.1.15 Consent to Assignment of Management Assets. The General Partners shall cause the Partnership to deliver a consent to the assignment of the Management Assets as contemplated hereunder, to the extent required under the terms of the Management Agreement (the "Management Consent").

6.2 Failure of the Transferee's Closing Conditions. If any of the Transferee's Closing Conditions has not been fulfilled within the applicable time periods (or if any breach occurs under Section 11.1 hereof which is not cured within the applicable time period), the Transferee may, at its election in its sole and absolute discretion: (a) waive such Transferee's Closing Condition (or breach) and close Escrow in accordance with this Agreement, without adjustment or abatement of the Contribution Value; (b) terminate this Agreement by written notice to GP1 and Escrow Agent, in which event Escrow Agent shall return the Deposit to the Transferee, all other documents, instruments and funds delivered into Escrow shall be returned to the party that delivered the same into Escrow, and the Transferee and the General Partners shall each pay (or the General Partners shall cause the Partnership to pay) one-half (1/2) of all cancellation charges, if any, of Escrow Agent; or (c) if any or all of the Transferee's Closing Conditions are not satisfied as a result of a breach, after any applicable cure period, by any or all of the Transferor Parties of any of their representations and warranties or obligations hereunder, or because any Special Condition is not satisfied after any applicable cure period, terminate this Agreement by giving written notice of such breach to GP1 and exercise all of its rights and remedies under Section 13.2 hereof.

6.3 The Transferor Parties' Closing Conditions. The obligation of the Transferor Parties to complete the transactions contemplated by this Agreement is subject to the following conditions precedent (and conditions concurrent, with respect to deliveries to be made by the parties at Closing) (the "Transferor Parties' Closing Conditions"), which conditions may be waived, or the time for satisfaction thereof extended, by the Transferor Parties only in a writing executed by GP1 (on behalf of all of the Transferor Parties):

6.3.1 The Transferee's Due Performance. All of the representations and warranties of the Transferee set forth in this Agreement shall be true, correct and complete in all material respects as of the Closing Date, and the Transferee, on or prior to the Closing Date, shall have complied with and/or performed all of the

obligations, covenants and agreements required on the part of the Transferee to be complied with or performed pursuant to the terms of this Agreement.

6.3.2 Deliveries. The Transferee shall have delivered or caused to be delivered to Escrow Agent or the Transferor Parties, as the case may be, such documents, instruments and funds as are required to be delivered by the Transferee pursuant to Section 7.3 of this Agreement, including, without limitation, the Partnership Unit Designation, the Acknowledgment and the Registration Rights Agreement.

6.3.3 Loan Assumption Approval. The Lender shall have delivered in writing the Loan Assumption Approval.

6.3.4 Legal Opinion. Legal counsel to the Transferee shall have delivered an opinion to the Transferor Parties substantially similar to the form attached hereto as Exhibit "V."

6.3.5 Tender Offer Acceptance. The Transferee shall have accepted all Partnership Interests properly tendered and not withdrawn pursuant to the Offer.

6.3.6 Liability Under Loan Documents. The General Partners shall have received a release from the Lender for any and all liabilities arising under the Loan Documents; provided, however, that to the extent that the Lender is unwilling to grant such a release to the General Partners for any liabilities other than environmental liabilities, then this condition shall be deemed satisfied if the Transferee executes and delivers an indemnity to the General Partners for any and all Claims arising under the Loan Documents relating to acts, events or circumstances existing or occurring from and after the Closing Date that are asserted against either or both of the General Partners; and further provided, however, that to the extent that the Lender is unwilling to grant such a release to the General Partners for any environmental liabilities, then this condition shall be deemed satisfied if the Transferee executes and delivers an indemnity to the General Partners for any and all Claims arising under the Loan Documents relating to acts, events or circumstances that are asserted against either or both of the General Partners (whether such acts, events or circumstances arise before or after the Closing).

6.4 Failure of the Transferor Parties' Closing Conditions. If any of the Transferor Parties' Closing Conditions have not been fulfilled within the applicable time periods, GP1 (on behalf of all of the Transferor Parties) may, in its sole and absolute discretion: (a) waive such Transferor Parties' Closing Condition and close Escrow in accordance with this Agreement, without adjustment or abatement of the Contribution Value; (b) terminate this Agreement by written notice to the Transferee

and Escrow Agent, in which event Escrow Agent shall return the Deposit to the Transferee, all other documents, instruments and funds delivered into Escrow shall be returned to the party that delivered the same into Escrow, and the Transferee and the General Partners shall each pay (or the General Partners shall cause the Partnership to pay) one-half (1/2) of all cancellation charges, if any, of Escrow Agent; or (c) if any or all of such Transferor Parties' Closing Conditions are not satisfied as a result of a breach, after any applicable cure period, by the Transferee of any of its representations and warranties or obligations hereunder, terminate this Agreement by giving written notice of such breach to the Transferee and exercise all of its rights and remedies under Section 13.1 hereof.

6.5 Mutual Closing Condition. The obligation of the Transferor Parties and the Transferee to complete the transactions contemplated by this Agreement are subject to the condition precedent (the "Mutual Closing Condition") that the Requisite Consent shall have been obtained.

6.6 Failure of Mutual Closing Condition. If the Mutual Closing Condition has not been fulfilled on or before the Consent Date, then (unless GP1, on behalf of all of the Transferor Parties, and the Transferee otherwise agree in writing), this Agreement shall terminate, in which event Escrow Agent shall return the Deposit to the Transferee, all other documents, instruments and funds delivered into Escrow shall be returned to the party that delivered the same into Escrow, the General Partners shall pay (or cause the Partnership to pay) all cancellation charges, if any, of Escrow Agent, and the General Partners shall reimburse (or cause the Partnership to reimburse) the Transferee for its reasonable out-of-pocket third party costs and expenses (up to a maximum amount of \$20,000) incurred in connection with the Survey and the structural and environmental Investigations. The terms of this Section 6.6 are not intended, in any way, to limit any rights that any Transferor Party may have for reimbursement under the terms of the Partnership Agreement of any amounts payable by the Transferor Parties in connection with any termination of this Agreement pursuant to this Section 6.6.

7. CLOSING.

7.1 Closing Date. Subject to the provisions of this Agreement, the Closing shall take place on the first (1st) Business Day after the Consent Date, or such other date as the parties hereto may agree, but in any event not later than September 1, 1999. As used herein, (a) the term "Closing" shall mean the closing of the transactions contemplated by this Agreement and (b) the term "Closing Date" shall mean the date upon which the Closing actually occurs. All transactions contemplated herein

occurring on the Closing Date shall be deemed to have occurred simultaneously on the Closing Date (except for the admission of the Transferee (or its permitted designee) as an additional general partner in the Partnership, which transaction shall be deemed to have occurred immediately prior to all other transactions occurring on the Closing Date).

7.2 Deliveries by the Transferor Parties. On or before the Closing Date, the Transferor Parties shall deliver or cause to be delivered into Escrow (at the sole cost and expense of the Partnership) the following funds, documents and instruments, as applicable, each dated as of the Closing Date, in addition to all other items and payments required by this Agreement to be delivered by such parties at the Closing:

7.2.1 Consents and Partnership Amendment. An original Consent executed by each of the Regency LPs and an original Management Consent and an original Partnership Amendment, each executed by each of the General Partners;

7.2.2 Partnership Assignments. Original Partnership Assignments executed by each General Partner and each of the Regency LPs;

7.2.3 Non-Foreign Affidavits. An original Non-Foreign Affidavit executed by each General Partner and each of the Regency LPs;

7.2.4 Acknowledgment. Four (4) original executed counterparts of the Acknowledgment, executed by each OP Unit Recipient;

7.2.5 Registration Rights Agreement. Four (4) original executed counterparts of the Registration Rights Agreement, executed by each OP Unit Recipient and each Investor Limited Partner who elects to receive OP Units;

7.2.6 Assignment of Management Assets. An Assignment of Management Assets, executed by the Manager;

7.2.7 GP Loan Assignment. In the event that there are any GP Loans, the GP Loan Assignment, executed by each GP Loan Holder;

7.2.8 Endorsement to Note. In the event that there are any GP Loans, an endorsement to each of the notes evidencing the GP Loans in favor of the Transferee (or its permitted designee) (the "GP Note Endorsements");

7.2.9 Custodial Account Agreements. Four (4) original executed counterparts of each of the Custodial Account Agreements, each executed by the Transferor Parties;

7.2.10 Non-Transferred Employees. A list of any Non-Transferred Employee that remains an employee of the Partnership from and after the Closing Date, which list shall be certified by the General Partners to be true, correct and complete (the "Non-Transferred Employee List");

7.2.11 Proof of Authority. For those parties who are not individuals, such proof of the party's authority and authorization to enter into this Agreement or the Consent (as applicable) and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of such party to act for and bind such party as may be reasonably required by Title Company, the Transferee, or both; and

7.2.12 Other. Such other documents and instruments (including, without limitation, affidavits reasonably required by Title Company to facilitate the issuance of the Owner's Title Policy at the Closing), signed and properly acknowledged by the Partnership (but for which the General Partners shall have no personal liability), as may be reasonably required by the Title Company or Escrow Agent in order to effectuate the provisions of this Agreement and the Closing of the transactions contemplated herein.

7.3 Deliveries by the Transferee. On or before the Closing Date, the Transferee, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following funds, documents and instruments, each dated as of the Closing Date, in addition to the other items and payments required by this Agreement to be delivered by the Transferee at the Closing:

7.3.1 Cash. Cash in an amount equal to the sum of (a) the Contribution Value (as may be adjusted as provided herein), less the sum of the (i) the Deposit and (ii) the OP Unit Portion, plus (b) the aggregate amount of cash payable to (or deposits made into any Holdback Account for the benefit of) the Investor Limited Partners in respect of Partnership Interests properly tendered pursuant to the Offer and not withdrawn, plus (c) the Cash Portion of the GP Loan Consideration, if applicable, plus (d) any "Advanced Funds" (as defined on the Master Schedule), plus (e) the cash contribution required to be made by the Transferee in connection with its admission as an additional general partner of the Partnership in accordance with the terms of the Partnership Amendment (which cash contribution shall be in addition to, and shall not reduce or affect, the sums described in clauses (a), (b), (c) and (d) of this paragraph);

7.3.2 Partnership Amendment and Acknowledgment. An original counterpart of the Partnership Amendment executed by the Transferee (or its permitted designee) and four (4) original executed counterparts of the Acknowledgment, executed by AIMCO-GP, Inc., a Delaware corporation, for each OP Unit Recipient;

7.3.3 Partnership Unit Designation. In the event that any OP Unit Recipient elects to receive Preferred OP Units, a copy of the Partnership Unit Designation executed by AIMCO-GP, Inc., a Delaware corporation;

7.3.4 Registration Rights Agreement. Four (4) original executed counterparts of the Registration Rights Agreement, executed by the REIT, for each OP Unit Recipient and each Investor Limited Partner that elects to receive OP Units in exchange for Partnership Interests properly tendered pursuant to the Offer and not withdrawn;

7.3.5 Certificates. Certificates (the "Certificates") representing (a) the OP Units issued to the OP Unit Recipients pursuant to Sections 2.2.3.1 and 2.2.3.2 hereof, (b) the OP Units deposited in the applicable Holdback Account pursuant to Section 2.2.3.4 hereof, (c) the OP Units issued to Investor Limited Partners in respect of Partnership Interests properly tendered pursuant to the Offer and not withdrawn and (d) OP Units deposited in the applicable Holdback Account in respect of Partnership Interests properly tendered by Investor Limited Partners pursuant to the Offer and not withdrawn;

7.3.6 Acceptance of Tendered Partnership Units. Written notice of acceptance to each of the Investor Limited Partners that has validly tendered and not withdrawn its Partnership Interest prior to the Consent Date (the "Acceptance Notices");

7.3.7 Custodial Account Agreements. Four (4) original executed counterparts of each of the Custodial Account Agreements, each executed by the Transferee;

7.3.8 Proof of Authority. Such proof of the Transferee's authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of the Transferee to act for and bind the Transferee as may be reasonably required by Title Company or the Transferor Parties; and

7.3.9 Other. Such other documents and instruments, signed and properly acknowledged by the Transferee, if appropriate, as may be reasonably required by the

Transferor Parties, Title Company, Escrow Agent, or otherwise in order to effectuate the provisions of this Agreement and the Closing of the transactions contemplated herein.

7.4 Actions by Escrow Agent. Provided that Escrow Agent shall not have received written notice from the Transferee or the Transferor Parties of the failure of any condition to the Closing or of the termination of the Escrow and this Agreement, when the Transferee and the Transferor Parties have deposited into Escrow the documents and funds required by this Agreement (fully executed, notarized and dated, as necessary) and Title Company has issued and delivered to the Transferee the Owner's Title Policy (which may be hand marked) effective as of the Closing Date, Escrow Agent shall, in the order and manner herein below indicated, take the following actions:

7.4.1 Funds and Certificates. Disburse all funds and deliver the Certificates deposited with it by the Transferee as follows:

7.4.1.1 pursuant to the "Closing Statement" (as hereinafter defined), retain for Escrow Agent's own account all escrow fees and costs, disburse to Title Company the fees and expenses incurred in connection with the issuance of the Owner's Title Policy, and disburse to any other persons or entities entitled thereto, as expressly stated on the Closing Statement, the amount of any other Closing Costs;

7.4.1.2 deposit the applicable portion of the Holdback Amount (in cash and OP Units as determined in accordance with Section 2.2.3.4 hereof) into each of the Holdback Accounts;

7.4.1.3 disburse funds and Certificates to the Investor Limited Partners in accordance with the Offer, and

7.4.1.4 disburse to the Transferee or the Transferor Parties, as the case may be, any remaining funds in the possession of Escrow Agent after payments pursuant to Sections 7.4.1.1, 7.4.1.2 and 7.4.1.3 hereof have been completed.

7.4.2 Delivery of Documents. Deliver: (a) to the General Partners on behalf of the Transferor Parties, (i) two originals of each of the Custodial Account Agreements, the Acknowledgment and the Registration Rights Agreement, (ii) each original of the Acceptance Notices, the Indemnity Agreements and the "Partnership Release" (as hereinafter defined) and (iii) one copy of each of the Partnership Unit Designation, the Consents, the Management Consent, the Partnership Amendment, the Partnership Assignments, the Non-Foreign Affidavits, the Assignment of Manage-

ment Assets, the GP Loan Assignment (if any), the GP Note Endorsements (if any) and the Non-Transferred Employee List; and (b) to the Transferee, (i) two originals of each of the Custodial Account Agreements, the Acknowledgment and the Registration Rights Agreement, (ii) each original of the Consents, the Management Consent, the Partnership Amendment, the Partnership Assignments, the Non-Foreign Affidavits, the Assignment of Management Assets, the GP Loan Assignment (if any); the GP Note Endorsements (if any) and the Non-Transferred Employee List and (iii) one copy of each of the Acceptance Notices, the Indemnity Agreements, the Partnership Release, the Certificates and the Partnership Unit Designation.

7.4.3 Owner's Title Policy. Cause the Title Company to issue and deliver the Owner's Title Policy to the Transferee (on behalf of the Partnership).

7.5 Prorations.

7.5.1 Calculation of Working Capital Adjustment Amount; Prorations.

7.5.1.1 Not less than one (1) Business Day prior to the Closing Date, the General Partners shall cause all cash on hand as of such date held by the Partnership in excess of the Retained Cash Amount to be distributed to the Partners in accordance with the terms of the Special Pre-Closing Distribution Provisions. Such distribution shall be referred to herein as the "Special Pre-Closing Distribution." The amount due to each Partner in the Partnership in connection with the Special Pre-Closing Distribution shall be referred to herein as the "Special Pre-Closing Distribution Amount" for such Partner. As used herein, the term "Retained Cash Amount" shall mean the sum of (i) the estimated amount of any and all security deposits that will have been paid by Tenants in respect of the Leases ("Security Deposits") and not refunded or applied in accordance with the terms of the applicable Leases as of the Closing Date, (ii) an estimate of any interest that will be due to Tenants in respect of Security Deposits as of the Closing Date, (iii) an estimate of any "Commissions" (as hereinafter defined) that will be due and payable to the "Advisor" (as hereinafter defined) in connection with the transactions contemplated hereby, (iv) an estimate of the Partnership's share of any Closing Costs (or other costs incurred by the Partnership in connection with the Closing) to the extent that they will not have been paid as of the Closing Date, which amount shall include a reserve reasonably deemed appropriate by the General Partners to pay any such costs which will not have been billed to the Partnership (the aggregate amount of the sums described in this clause (iv) being hereinafter referred to as the "Closing Costs Reserve") and (v) an estimate of the amount of any accrued but unpaid liabilities that will be owed to Non-Transferred Employees through the Closing Date. The Transferee shall, following the Closing, cause the Partnership to use the Retained

Cash Amount to pay when due the costs and discharge the obligations that are referred to in the preceding clauses (i), (ii), (iii), (iv) and (v).

7.5.1.2 As of the Closing Date, there shall be estimated for each Partner in the Partnership an amount, referred to herein as the "Working Capital Adjustment Amount," which amount shall be equal to the amount (whether positive or negative) by which the Special Pre-Closing Distribution Amount otherwise estimated to be distributable to such Partner in accordance with the terms of the Special Pre-Closing Distribution Provisions, would be increased or decreased, respectively, if:

(a) the current assets of the Partnership estimated as of the Closing Date, excluding the Retained Cash Amount (the "Partnership Assets"), were collected and liquidated on the Closing Date and distributed in accordance with the Special Pre-Closing Distribution Provisions; and

(b) the current liabilities of the Partnership estimated as of the Closing Date, excluding the Retained Cash Amount (the "Partnership Liabilities"), were paid in full on the Closing Date prior to the distribution of the Special Pre-Closing Distribution.

7.5.1.3 Partnership Assets shall include, without limitation, rentals, revenues, and other income, if any, that are receivables of the Partnership on the Closing Date, the amount of all taxes and insurance pre-paid by the Partnership, all amounts deposited by the Partnership with any third party and any other items defined as current assets in accordance with generally accepted accounting principles ("GAAP"). Partnership Liabilities shall include, without limitation, all trade payables and other payables owed by the Partnership, interest accrued on the Loan, all principal and accrued interest on the GP Loans (if any), any Advanced Funds, any accrued but unpaid liabilities as of the Closing Date owed to Non-Transferred Employees, any "Special Taxes" (as defined on the Master Schedule) and other items defined as current liabilities in accordance with GAAP.

7.5.1.4 On or before the date that is ten (10) Business Days prior to the Mailing Date, the General Partners shall deliver to the Transferee for review and approval a preliminary balance sheet (as approved by the General Partners and the Transferee, the "Preliminary Balance Sheet") showing the General Partners' good faith estimate of Partnership Assets, Partnership Liabilities, the Retained Cash Amount, the Working Capital Adjustment Amount, the Loan Adjustment Amount and the Special Pre-Closing Distribution Amount for each of the Partners (and the amounts due to the Manager as provided in Section 7.5.1.8 hereof), in each case as of

the Closing Date. The Working Capital Adjustment Amount, the Loan Adjustment Amount and the Special Pre-Closing Distribution Amount for each of the Partners and the Retained Cash Amount shall be calculated based upon the amounts set forth on the Preliminary Balance Sheet.

7.5.1.5 On or before the date that is ten (10) Business Days prior to the Mailing Date, Escrow Agent shall deliver to each of the parties for their review and approval a preliminary closing statement (the "Preliminary Closing Statement") setting forth (a) the estimated Closing Costs allocable pursuant to Section 7.6 hereof and the estimated prorations required pursuant to Section 7.5.1.8 hereof. Based on each of the party's comments, if any, regarding the Preliminary Closing Statement, Escrow Agent shall (i) revise the Preliminary Closing Statement on or before the date that is five (5) Business Days prior to the Mailing Date, and (ii) deliver a final, signed version of a closing statement to each of the parties on the third (3rd) Business Day prior to the Mailing Date (the "Closing Statement").

7.5.1.6 All "estimates" referred to in this Agreement shall be determined in good faith by the party making such estimates using, whenever possible, historical information updated as necessary in light of any developments which would reasonably be expected to cause such historical information to be an inaccurate measure of the amount being estimated. All estimates shall be agreed to by the parties in good faith prior to their use. Any party delivering an estimated amount shall deliver, upon request, sufficient back up information to allow the party reviewing the information to make an informed consent. No party shall be liable for any estimated amount being incorrect unless such estimate was fraudulently created or was the result of willful malfeasance by the party making the estimate.

7.5.1.7 The Transferee shall cause the Partnership, following the Closing, to pay when due the Partnership's share of any Closing Costs (or other costs incurred in connection with the Closing) which were not paid at Closing, in an amount not to exceed the aggregate of the Closing Costs Reserve. On the date that is ninety (90) days after the Closing Date, the Transferee shall cause any balance of the Closing Costs Reserve not used to pay for such costs invoiced to the Partnership prior to such ninetieth (90th) day to be paid to the General Partners, who shall be responsible for distributing such amount to the Partners of the Partnership (as constituted prior to the Closing), so long as there are no Advanced Funds. If there are Advanced Funds, then notwithstanding the provisions of Section 2.2 hereof, the initial amount of the Holdback Amount shall be increased by the amount of the Closing Costs Reserve, and the amount of the Closing Costs Reserve shall be considered one of the Partnership Assets for purposes of calculating the Working Capital Adjustment

Amount for each of the Partners, and at any time on or after the date that is ninety (90) days after the Closing Date, the Transferee may distribute to the Partners (as constituted following the Closing) any unused balance of the Closing Costs Reserve.

7.5.1.8 All fees, expense reimbursements and other amounts estimated to be owed to the Manager as of the Closing Date pursuant to the terms of the Management Agreement shall, on the Mailing Date, be prorated between the Manager and the Transferee (or its permitted designee) based on a 365 day year. For purposes of estimating such prorations, the Transferee (or its permitted designee) shall be entitled to such amounts, after 12:01 a.m. on the Closing Date.

7.5.1.9 Upon the Closing, the Transferee agrees (without in any way limiting its rights under the terms of Section 8.1 hereof) to cause the Partnership to pay, when and to the extent due, all payables, costs and expenses of the Partnership arising prior to the Closing Date (even if the billings therefor are initially delivered to the Transferor Parties).

7.6 Closing Costs. Without in any way limiting any rights that any Transferor Party may have for reimbursement under the terms of the Partnership Agreement, each party hereby agrees to pay its own costs and expenses arising in connection with the Closing (including, without limitation, its own attorneys' and advisors' fees, charges and disbursements), except the following costs (the "Closing Costs"), which shall be allocated as follows:

7.6.1 Transfer Taxes. All documentary transfer, stamp, sales and other taxes related to the transfer, or deemed transfer, of the Property (if any) shall be paid one-half (½) by the Partnership and one-half (½) by the Transferee;

7.6.2 Escrow Fees. Escrow Agent's escrow fees and costs shall be paid in accordance with the "Escrow Custom" (as defined on the Master Schedule);

7.6.3 Survey. The cost of the Survey shall be paid by the Transferee;

7.6.4 Title. The cost of the Owner's Title Policy shall be paid in accordance with the "Title Custom" (as defined on the Master Schedule);

7.6.5 Recording Fees. All recording fees (if any) shall be paid in accordance with the "Recording Custom" (as defined on the Master Schedule);

7.6.6 Loan Fees. Any and all fees or other penalties or amounts due and payable under the Loan Documents as a result of the Contribution (including, without limitation, any fees due in connection with the Loan Assumption Approval) shall be paid by the Transferee; and

7.6.7 Fairness Opinion Fees. If and to the extent properly allocable to the Partnership as determined by the General Partners, the fees and expenses incurred in connection with the Fairness Opinion and the attorneys' fees and expenses incurred in connection with this Agreement shall be paid by the Partnership.

Notwithstanding anything to the contrary contained in this Section 7.6, any costs allocated to the Transferor Parties in accordance with the Escrow Custom, the Title Custom or the Recording Custom shall, if and to the extent properly allocable to the Partnership as determined by the General Partners, be paid by the Partnership.

7.7 Deliveries Outside of Escrow. At the Closing, the Transferor Parties shall deliver possession of the Property and any certificates or other documentation evidencing their Partnership Interests and the Regency Limited Partnership Interests, subject only to the Permitted Exceptions, to the Transferee for the benefit of the Partnership (as constituted following the Closing). Further, the Transferor Parties hereby covenant and agree to deliver to the Transferee (or hold for the benefit of the Transferee, as applicable), for the further benefit of the Partnership, on or prior to the Closing, the following items:

7.7.1 Intangible Property. The Intangible Property, including, without limitation, the original Leases and the original Property Documents.

7.7.2 Personal Property. The Personal Property, including, without limitation, any and all keys, pass cards, remote controls, security codes, computer software and other items owned by the Transferor Parties or the Partnership which relate to access to the Improvements.

7.7.3 Service Contracts Notices. A letter to the vendors of the Service Contracts, in form and substance reasonably acceptable to the Transferee, duly executed by the Partnership, dated as of the Closing Date and addressed to the Service Contract vendors, informing such vendors of the Transferee's acquisition of the General Partnership Interests.

7.8 Revaluation of Partnership Property. Following the admission of the Transferee as an additional general partner of the Partnership pursuant to the terms of the

Partnership Amendment, the General Partners and the Transferee shall elect to revalue the assets of the Partnership pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(f).

8. SPECIAL CONDITIONS AND REPRESENTATIONS AND WARRANTIES OF THE TRANSFEROR PARTIES.

8.1 Special Conditions Regarding Partnership Matters. The truth, accuracy and completeness of the statements set forth in Sections 8.1.1 through 8.1.16 hereof as of the Execution Date and, unless otherwise specified herein as of the Closing Date, are special conditions ("Special Conditions") to the Transferee's obligation to consummate the transactions contemplated herein, and the Transferee and its permitted designee(s) (but not any other persons) are entitled to rely on such statements being true in connection with the Closing of the transactions contemplated herein. If any of the Special Conditions are not satisfied, then the Transferee shall have, as its sole and exclusive remedies, the remedies provided in Section 8.1.17 hereof (it being understood that the statements in Sections 8.1.1 through 8.1.16 hereof are not representations or warranties of any of the Transferor Parties and that none of the Transferor Parties shall have any personal liability on account of any of such statements, notwithstanding that certain of such statements are based upon the "General Partner's Knowledge," as hereinafter defined, or lack thereof).

8.1.1 Partnership Ownership. Exhibit "A" attached hereto contains a complete and correct list (according to the Partnership's books and records) of all of the Partners of the Partnership and their respective ownership interests as of the Execution Date and identifies all Partnership Interests held by any of the General Partners or the Regency LPs. To the General Partner's knowledge, the list on Exhibit "A" attached hereto is a complete and correct list of all of the Partners of the Partnership and their respective ownership interests as of the Execution Date and identifies all Partnership Interests held by any of the General Partners or the Regency LPs. Except as set forth on Schedule 8.1.1 attached hereto, other than the Transferor Parties, no entity that controls, is controlled by or is under common control with, and no person that is related by blood or marriage to, any Transferor Party owns any Partnership Interests other than the General Partnership Interests and the Regency Limited Partnership Interests.

8.1.2 Tax Matters.

8.1.2.1 The Partnership has at all times since its formation been classified for Federal income tax purposes as a partnership and not as an association taxable as a corporation.

8.1.2.2 The Partnership is not, and at no time since its formation has it been, a "publicly traded partnership" within the meaning of Section 7704 of the Code. The Partnership holds no material assets other than its interest in the Property and liquid assets derived from Property operations. The Partnership does not own stock in any entity treated as a corporation for Federal income tax purposes.

8.1.2.3 The Partnership has timely filed or sent (including all proper extensions) all "Tax Returns" (as hereinafter defined) required to be filed or sent and all such Tax Returns are true, complete and accurate in all material respects. The Partnership has paid all "Taxes" (as hereinafter defined) required to be paid by it, other than any Taxes identified on the books and records of the Partnership and the Preliminary Balance Sheet. For purposes of this Agreement, "Taxes" shall include, without limitation, all Federal, state, local and foreign income, property, sales, use, excise, payroll, withholding, disability and other taxes, assessments and similar governmental charges together with any penalties, interest or additions thereto. For purposes of this Agreement, "Tax Return" shall mean all returns, reports, statements or other information, whether submitted or sent in writing or electronically, relating to Taxes, including, but not limited to, income tax returns, employee wage and withholding statements and statements to partners and service providers.

8.1.2.4 Except as set forth on Schedule 8.1.2 hereof, the Partnership has not received any written notice of audit or investigation that is currently pending, and is not currently under any audit or investigation relating to Taxes that has not been resolved as of the date hereof.

8.1.3 Leases.

8.1.3.1 Lease Schedule. The schedule attached hereto as Exhibit "L" (the "Lease Schedule") is a true, correct and complete list as of the twentieth (20th) day of the month preceding the Execution Date of: (a) the Leases in effect at the Complex; (b) the identities of the tenants under the Leases in effect at the Complex (collectively, the "Tenants"); (c) any delinquencies under the Leases in effect at the Complex; (d) the units occupied by the Tenants; (e) the commencement and expiration dates of the Leases in effect at the Complex; (f) the monthly rents payable thereunder; (g) any outstanding written agreements to amend or otherwise modify any Leases in effect at the Complex; and (h) the security deposits and prepaid rents of more than one (1) month in advance that have been paid by any Tenants.

8.1.3.2 Delivery of Leases. True, correct and complete copies of all Leases and all amendments, guarantees and other documents relating thereto shall be

delivered or otherwise made available to the Transferee in accordance with the terms of Section 4.1.1 hereof.

8.1.3.3 Security Deposits. Except as set forth on the Lease Schedule, as of the twentieth (20th) day of the month preceding the Execution Date there are no Security Deposits held by the landlord under any of the Leases, and there are no arrearages in rent under any of the Leases.

8.1.3.4 Services To Tenants. Subject to force majeure or other events outside of the control of the General Partners, to the General Partner's Knowledge, all of the services required to be supplied by the Partnership to each Tenant are presently being supplied and will continue to be supplied through the Closing Date. Within the preceding three (3) year period, the Partnership has not received written notice of any failure of the Partnership to supply any of said services to any Tenant which have not been cured (as required pursuant to the Leases) by the Partnership (a) in the ordinary course of business and (b) in compliance with the applicable Lease.

8.1.3.5 No Tenant Disputes. The Partnership has not received from any Tenant any notice to cancel, renew or extend any Lease, except as may otherwise be set forth on the Lease Schedule.

8.1.3.6 No Violations. To the General Partner's Knowledge, except as disclosed on Schedule 8.1.3.6 attached hereto, the Partnership has not received any written notice within the preceding one (1) year period indicating that the occupancy of any Tenant is not valid or legal or violates any law, rule or regulation of any governmental authority having jurisdiction thereof.

8.1.4 Existing Contracts. The schedule attached hereto as Exhibit "M" (the "Contracts Schedule") is a true, correct and complete list as of the Execution Date of all service, maintenance, repair, management, supply and other contracts (including, without limitation, all Service Contracts) which would be binding on the Partnership subsequent to the Closing. Except as set forth on Exhibit "M" attached hereto, none of the agreements identified on the Contracts Schedule will be binding on the Partnership for a period of one (1) year or more after the Closing.

8.1.5 No Hidden Defects. To the General Partner's Knowledge, except as disclosed on Schedule 8.1.5, there are no hidden defects (either latent or patent) in, on or about all or any portion of the Improvements, normal wear and tear excepted.

8.1.6 Partnership Not Reporting Company. The Partnership is not required to file reports pursuant to Section 12(g) or Section 15(d) of the Securities Exchange Act of 1934, as amended.

8.1.7 Toxic or Hazardous Materials.

8.1.7.1 Definitions.

(a) "Environmental Claim" means any claim, action, cause of action, investigation or notice by any person or entity alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (i) the manufacture, treatment, processing, distribution, use, transport, handling, deposit, storage, disposal, leaking or other presence, or release into the environment of any "Material of Environmental Concern" (as hereinafter defined) in, at, on, under, from or about any location, whether or not owned or operated by the Partnership, or (ii) circumstances forming the basis of any violation or alleged violation of any "Environmental Law" (as hereinafter defined).

(b) "Environmental Laws" means all Federal, state and local laws and regulations relating to pollution or protection of human health or the environment, including, without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern.

(c) "Material of Environmental Concern" means chemicals, pollutants, contaminants, wastes, toxic substances, petroleum and petroleum products, asbestos or asbestos-containing materials, polychlorinated biphenyls, lead or lead-based paints or materials and radon.

8.1.7.2 Environmental Matters. Except as disclosed on Schedule 8.1.7.2 attached hereto, to the General Partner's Knowledge, the Partnership is in material compliance with all applicable Environmental Laws relating to the Complex, which compliance includes, but is not limited to, the possession and compliance therewith by the Partnership of all material permits and other material governmental authorizations required under applicable Environmental Laws. Except as disclosed

on Schedule 8.1.7.2 attached hereto, to the General Partner's Knowledge, the Partnership has not received any written notice from any governmental authority, citizens group, employee or other person or entity (or any oral notice from any governmental authority), that alleges any violation of or noncompliance with applicable Environmental Laws or any other matter that reasonably could be expected to result in an Environmental Claim relating to or arising out of Materials of Environmental Concern in, at, on, under, from or about the Property.

8.1.8 Due Organization. The Partnership is a limited partnership duly organized, validly existing and in good standing under the laws of the "Formation State" (as defined on the Master Schedule), with its principal place of business in the "Business State" (as defined on the Master Schedule). The Partnership is duly qualified or licensed as a foreign limited partnership in the State where the Property is located and in each other jurisdiction where the character of the properties owned, leased or operated or the nature of the business conducted by it makes such qualification or licensing necessary. Attached hereto as Exhibit "N" is a true, correct and complete copy of the certificate of limited partnership and partnership agreement of the Partnership (including all exhibits, schedules, supplements or amendments thereto) and the Partnership is not in violation thereof.

8.1.9 Employees.

8.1.9.1 Except as set forth in Schedule 8.1.9, there is no labor strike, dispute, slowdown, stoppage or lockout actually pending, or to the General Partner's Knowledge, threatened against or affecting the Partnership and during the past five years there has not been any such action;

8.1.9.2 to the General Partner's Knowledge, no union claims to represent the employees of the Partnership;

8.1.9.3 the Partnership is not a party to or bound by any collective bargaining or similar agreement with any labor organization and no work rules or practices have been agreed to with any labor organization or employee association applicable to employees of the Partnership;

8.1.9.4 none of the employees of the Partnership are represented by any labor organization and the Transferor Parties have no knowledge of any current union organizing activities among the employees of the Partnership and no question of representation exists concerning such employees;

8.1.9.5 there are no written personnel policies, rules or procedures applicable to employees of the Partnership, other than those set forth in Schedule 8.1.9, true and correct copies of which have heretofore been delivered to the Transferee;

8.1.9.6 except as provided in Schedule 8.1.9, the Partnership is, and has at all times been, in material compliance with all applicable laws respecting employment and employment practices and terms and conditions of employment, including, without limitation, wages, hours of work, immigration, civil rights, equal employment opportunity, family and medical leave, occupational safety and health, plant closings, mass layoffs, and the payment and withholding of taxes and other sums for employees as required by governmental authorities, and is not engaged in any unfair labor practices as defined in the National Labor Relations Act or other applicable law or regulation;

8.1.9.7 there is no unfair labor practice charge or complaint against the Partnership pending or, to the knowledge of the Transferor Parties, threatened before the National Labor Relations Board or any similar state agency;

8.1.9.8 there is no grievance or arbitration proceeding arising out of any collective bargaining agreement or other grievance procedure relating to the Partnership;

8.1.9.9 to the General Partner's Knowledge, except as disclosed on Schedule 8.1.9 attached hereto, no charges with respect to or relating to the Partnership are pending before the Equal Employment Opportunity Commission or any other Federal, state or local agency responsible for the prevention of unlawful employment practices;

8.1.9.10 to the General Partner's Knowledge, except as disclosed on Schedule 8.1.9 attached hereto, no Federal, state, or local agency responsible for the enforcement of labor or employment laws intends to conduct an investigation with respect to or relating to the Partnership and no such investigation is in progress;

8.1.9.11 except as disclosed on Schedule 8.1.9 attached hereto, there are no complaints, controversies, lawsuits or other proceedings pending or, to the General Partner's Knowledge, threatened by any applicant for employment, current or former employees, or classes of the foregoing, alleging breach of any express or implied contract of employment, any law or regulation governing employment or the termination thereof or other discriminatory, wrongful or tortious conduct in connection with the employment relationship relating to the Partnership;

8.1.9.12 except as set forth in Schedule 8.1.9, as of the Execution Date there are no employment contracts or severance agreements with any employees of the Partnership. The execution of this Agreement and the consummation of the transactions contemplated hereby shall not result in a breach or other violation of any collective bargaining agreement to which the Partnership is a party; and

8.1.9.13 during the ninety (90) day period prior to the Execution Date (and the ninety (90) day period prior to the Closing Date), the Partnership has not (and will not) employ 100 or more full-time employees (as defined in the Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act")), or 100 or more employees (including full-time and part-time employees) who in the aggregate work at least 4,000 hours per week (exclusive of hours of overtime).

8.1.10 Litigation. Except as set forth on Schedule 8.1.10, there are no actions, suits or proceedings before any judicial or quasi-judicial body, by any governmental authority or other third party, pending, or to General Partner's Knowledge, threatened, against or affecting all or any portion of the Complex or the Partnership. Except for unlawful detainer or similar actions against Tenants that are brought in the ordinary course of the Partnership's operation of the Complex, there are no actions, suits or proceedings pending, contemplated or, to the General Partner's Knowledge, threatened by the Partnership in connection with all or any portion of the Complex or the Partnership's ownership, rights, use, development or maintenance thereof, including, without limitation, tax reduction proceedings, except as set forth on Schedule 8.1.10. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending, or, to the General Partner's Knowledge, threatened, against the Partnership.

8.1.11 Material Misstatements or Omissions. None of the Special Conditions or representations or warranties by the Transferor Parties in any document, exhibit, statement, certificate or schedule heretofore or hereinafter furnished to the Transferee by the Transferor Parties pursuant hereto, or in connection with the transactions contemplated hereby (other than those set forth in Section 8.2 hereof), contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary to make the statements or facts contained therein not misleading.

8.1.12 Loan Obligations; GP Loans.

8.1.12.1 The Loan is in good standing and the Loan Documents are in full force and effect. The Partnership has not received written notice of any, and to

the General Partner's Knowledge there is no, default thereunder or event or circumstance which, with or without the giving of notice, the passage of time or both, could constitute a default under the Loan Documents. No proceeding has ever been filed to foreclose any deed of trust or mortgage securing the Loan and no such proceeding is pending or threatened. Schedule 8.1.12 attached hereto is a true, correct and complete list of all of the Loan Documents. The copies of the Loan Documents which are being furnished by the Transferor Parties to the Transferee in accordance with the terms of Section 4.1.1 hereof are true, complete and correct copies of the same.

8.1.12.2 The documents executed in connection with the GP Loans, if any, are valid and binding obligations of the Partnership, enforceable in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, liquidation, receivership, moratorium or other similar laws relating to or affecting the rights of creditors generally or by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law). The Partnership has no claims, counterclaims, defenses or rights of offset under the documents executed in connection with the GP Loans (or with respect to the GP Loans), if any. Each of the GP Loan Holders is identified on Schedule 8.1.12 attached hereto. The GP Loan Holders are the owners and holders of the GP Loans, if any, and have good, valid, marketable and indefeasible title to the GP Loans, if any. Except as described on Schedule 8.1.12 attached hereto, the GP Loan Holders have not sold, assigned, transferred, mortgaged, hypothecated, pledged or otherwise granted any interest in, or suffered to occur any lien on or with respect to, any or all of their right, title, or interest in and to all or any portion of the GP Loans, if any. As of the Execution Date, the aggregate unpaid principal balance under the GP Loans, if any, is the "GP Loan Balance" (as defined on the Master Schedule). Neither General Partner has received written notice of any, and to the General Partner's Knowledge there is no, default under any GP Loan or event or circumstance which, with or without the giving of notice, the passage of time or both, could constitute a default under any documents executed in connection with any GP Loan. No proceeding has ever been filed to foreclose any deed of trust or mortgage securing any GP Loan and no such proceeding is pending or threatened. Schedule 8.1.12 attached hereto is a true, correct and complete list of all of the documents, if any, executed in connection with the GP Loans. The copies of the documents executed in connection with the GP Loans which are being furnished by the Transferor Parties to the Transferee in accordance with the terms of Section 4.1.1 hereof are true, complete and correct copies of the same.

8.1.13 Financial Statements. The Transferor Parties have previously delivered (or shall deliver on or before the third (3rd) day after the Execution Date) to the Transferee true, accurate and complete copies of the financial statements of the

Partnership as set forth on Exhibit "O" (collectively, the "Financial Statements"). Each of the Financial Statements has been prepared on a Federal income tax basis, and each presents fairly the financial position of the Partnership as of its date and the results of its operations, as the case may be, subject in the case of unaudited interim financial statements included therein, to normal year end adjustments.

8.1.14 Absence of Undisclosed Liabilities. The Partnership has no liabilities or obligations of any kind or nature, whether absolute, contingent or accrued, and whether due or to become due, except (a) those expressly disclosed to the Transferee, and (b) liabilities arising after December 31, 1998 in the ordinary course of business and consistent with past practice that do not (to the extent not satisfied prior to the Closing Date) exceed the "Undisclosed Amount" (as defined on the Master Schedule). The Partnership has no obligations for borrowed money except for the Loan evidenced by the Loan Documents and loans in an aggregate amount not to exceed the Maximum GP Loan Amount as of the Execution Date, which are due to either or both of the General Partners or their affiliates. Notwithstanding anything to the contrary contained in this Agreement, the Transferee shall have no claim against the Holdback Accounts for any liability not disclosed in this Section 8.1.14 to the extent that such liability was taken into account in the calculation of the Aggregate Adjustment Amount for the Partners.

8.1.15 Property Ownership. Except as described on Schedule 8.1.15 attached hereto, the Real Property constitutes the only real property ever held by the Partnership and all other assets ever held by the Partnership were related to or derived from the ownership and operation of Real Property.

8.1.16 Employee Benefit Plans: ERISA.

(a) Schedule 8.1.16, attached hereto and incorporated herein by reference (the "ERISA Disclosure Schedule") contains a true and complete list as of the Execution Date of each employment, bonus, deferred compensation, incentive compensation, stock purchase, stock option, stock appreciation right or other stock-based incentive, severance, change-in-control, or termination pay, hospitalization or other medical, disability, life or other insurance, supplemental unemployment benefits, profit-sharing, pension, or retirement plan, program, agreement or arrangement and each other employee benefit plan, program, agreement or arrangement, sponsored, maintained or contributed to or required to be contributed to by the Partnership, the Manager, and/or any affiliate, subsidiary or parent of the foregoing, or by any trade or business, whether or not incorporated (an "ERISA Affiliate"), that together with the Partnership, the Manager, and/or any affiliate, subsidiary or parent

of the foregoing would be deemed a "single employer" within the meaning of Section 4001(b)(1) of ERISA, for the benefit of any current or former employee or director of the Partnership (the "Plans"). The ERISA Disclosure Schedule identifies which of the Plans is an "employee welfare benefit plan," or "employee pension benefit plan" as such terms are defined in Sections 3(1) and 3(2) of ERISA (such plans being hereinafter referred to collectively as the "ERISA Plans"). None of the Partnership, the Manager, any affiliate, subsidiary or parent of the foregoing nor any ERISA Affiliate has any formal plan or commitment, whether legally binding or not, to create any additional Plan or modify or change any existing Plan that would affect any current or former employee or director of the Partnership, except as required as a result of changes in applicable law.

(b) With respect to each of the Plans, the Transferor Parties have heretofore delivered to the Transferee true and complete copies of each of the following documents, as applicable:

(i) a copy of the Plan documents (including all amendments thereto) for each written Plan or a written description of any Plan that is not otherwise in writing;

(ii) a copy of the annual report or Internal Revenue Service Form 5500 Series, if required under ERISA, with respect to each ERISA Plan for the last two (2) Plan years ending prior to the date of this Agreement for which such a report was filed;

(iii) a copy of the actuarial report, if required under ERISA, with respect to each ERISA Plan for the last three Plan years ending prior to the date of this Agreement;

(iv) a copy of the most recent Summary Plan Description ("SPD"), together with all Summaries of Material Modification issued with respect to such Plan after the date of such SPD, if required under ERISA, with respect to each ERISA Plan, and all other material employee communications relating to each ERISA Plan;

(v) if the Plan is funded through a trust or any other funding vehicle, a copy of the trust or other funding agreement (including all amendments thereto) and the latest financial statements thereof, if any;

(vi) all contracts relating to the Plans with respect to which the Partnership, the Manager or any affiliate, subsidiary or parent of the foregoing, or any ERISA Affiliate may have any liability, including insurance contracts, investment management agreements, subscription and participation agreements and record keeping agreements; and

(vii) the most recent determination letter received from the IRS with respect to each Plan that is intended to be qualified under Section 401(a) of the Code.

(c) Each of the Plans (and each other plan of any ERISA Affiliate (the "Affiliate Plans")) has been operated and administered in all material respects in accordance with applicable laws, including but not limited to ERISA and the Code.

(d) None of the Partnership, any affiliate, subsidiary or parent of the foregoing, or any ERISA Affiliate, sponsors, maintains or contributes to, or has sponsored, maintained or contributed to, a plan subject to Title IV of ERISA or a "multiemployer plan," as defined in Section 3(37) of ERISA, since the Effective Date of ERISA.

(e) None of the Partnership, the Manager, any affiliate, subsidiary or parent of the foregoing, any ERISA Affiliate, any of the ERISA Plans, any trust created thereunder, nor to the Transferor Parties' knowledge, any trustee or administrator thereof has engaged in a transaction or has taken or failed to take any action in connection with which the Partnership, the Manager, any affiliate, subsidiary or parent of the foregoing or any ERISA Affiliate could be subject to any material liability for either a civil penalty assessed pursuant to Section 409 or 502(i) of ERISA or a tax imposed pursuant to Section 4975(a) or (b), 4976 or 4980B of the Code.

(f) All contributions and premiums which the Partnership, the Manager, any affiliate, subsidiary or parent of the foregoing or any ERISA Affiliate is required to pay under the terms of each of the Plans, and under Section 412 of the Code, have, to the extent due, been paid in full or properly recorded on the financial statements or records of the Partnership, the Manager, any affiliate, subsidiary or parent of the foregoing, and/or such ERISA Affiliate. None of the ERISA Plans or any trust established thereunder has incurred any "accumulated funding deficiency" (as defined in Section 302 of ERISA and Section 412 of the Code), whether or not waived, as of the last day of the most recent fiscal year of each of the ERISA Plans ended prior to the date of this Agreement. No lien has been imposed under Section 412(n) of the Code or Section 302(f) of ERISA on the assets of the Partnership, the Manager, and/or any affiliate, subsidiary or parent of the foregoing or any ERISA

Affiliate, and no event or circumstance has occurred that is reasonably likely to result in the imposition of any such lien on any such assets on account of any ERISA Plan.

(g) Each of the ERISA Plans and each Affiliate Plan that is intended to be "qualified" within the meaning of Section 401(a) of the Code is so qualified, and no event has occurred which would affect such qualified status. The Transferor Parties have applied for and received a currently effective determination letter from the IRS stating that each ERISA Plan is so qualified.

(h) None of the Plans is intended to satisfy the requirements of Section 501(c)(9) of the Code.

(i) No amounts payable under any of the Plans or any other contract, agreement or arrangement with respect to which the Partnership, the Manager, and/or any affiliate, subsidiary or parent of the foregoing may have any liability could fail to be deductible for Federal income tax purposes by virtue of Section 162(m) or Section 280G of the Code.

(j) No Plan provides benefits, including without limitation death or medical benefits (whether or not insured), with respect to current or former employees of the Partnership after retirement or other termination of service (other than (i) coverage mandated by applicable laws, (ii) death benefits or retirement benefits under any "employee pension plan," as that term is defined in Section 3(2) of ERISA, (iii) deferred compensation benefits accrued as liabilities on the books of the Partnership, the Manager, any affiliate, subsidiary or parent of the foregoing or an ERISA Affiliate, or (iv) benefits, the full direct cost of which is borne by the current or former employee (or beneficiary thereof)).

(k) The consummation of the transactions contemplated by this Agreement will not, either alone or in combination with any other event, (i) entitle any current or former employee, officer or director of the Partnership to severance pay, unemployment compensation or any other similar termination payment from the Partnership (except pursuant to severance agreements permitted hereunder or required by law), or (ii) accelerate the time of payment or vesting, or increase the amount of or otherwise enhance any benefit due any such employee, officer or director under any Plan or otherwise.

(l) There are no pending or, to the General Partner's Knowledge, threatened or anticipated claims by or on behalf of any Plan, by any employee or beneficiary under any such Plan or otherwise involving any such Plan (other than routine claims for benefits).

8.1.17 Cure Period: Survival of the Special Conditions Regarding Partnership Matters: Limitation on Liability.

8.1.17.1 All of the statements set forth in this Section 8.1 shall be true upon the Execution Date, shall be deemed to be repeated at and as of the Closing Date (except for the statements with respect to "Matters to be Supplemented" (as hereinafter defined), all of which shall not be deemed repeated at the Closing Date but shall be updated on the forty-fifth (45th) and ninetieth (90th) days after the Execution Date and ten (10) Business Days prior to the Closing Date) and shall survive the Closing for a period of one (1) year. As used herein, the term "Matters to be Supplemented" shall mean, collectively, (a) the accuracy of the Lease Schedule and the Contracts Schedule, (b) the terms of Section 8.1.1 hereof to the extent that such terms relate to any Investor Limited Partner or the death of any Partner, (c) the terms of Section 8.1.2.4 hereof, (d) the terms of Section 8.1.3.6 hereof, (e) the terms of Section 8.1.9.12 hereof to the extent that such terms relate to severance agreements, (f) the terms of Section 8.1.14 hereof, (g) the terms of Section 8.1.2.3 hereof, (h) the terms of the second sentence of Section 8.1.7.2 hereof, (i) the information set forth on Schedule 8.1.9 attached hereto and (j) the terms of Section 8.1.12 hereof, to the extent that such terms relate to the amount of the principal balance and/or accrued interest of the GP Loans, if any; provided, however, that such matters shall only include changes to any information that was true as of the Execution Date to the extent that such changes were effected in accordance with the terms of Section 11 hereof.

8.1.17.2 In the event that the Transferee discovers prior to the Closing that any Special Condition in this Section 8.1 is not satisfied, the Transferee shall deliver written notice thereof to GP1 (such a notice being referred to herein as a "Breach Notice"). The Transferor Parties shall have five (5) Business Days following delivery of a Breach Notice to satisfy the unsatisfied Special Condition identified therein and if such Special Condition is satisfied within such period it shall be deemed satisfied for all purposes hereof (notwithstanding that this Agreement may have required such Special Condition to be satisfied as of an earlier date). If the Transferor Parties fail to satisfy the unsatisfied Special Condition within such five (5) Business Day period, then the Transferee shall be entitled to exercise, as its exclusive remedies, all of its rights pursuant to Section 6.2. In the event that the Transferee discovers following the Closing that any Special Condition contained in this Section 8.1 is not satisfied, the Transferee's sole and exclusive remedy and recourse shall be to assert a claim against the accounts established with a custodial agent mutually acceptable to the parties and into which the Holdback Amount shall be deposited on the Closing Date (the "Holdback Accounts"), the terms of which shall be governed by custodial account agreements (the "Custodial Account Agreements") substantially

similar to the forms attached hereto as Exhibit "P" (subject to any changes reasonably required by the custodial agent).

8.1.17.3 The Transferee acknowledges that none of the Transferor Parties shall have any personal liability if any of the Special Conditions set forth in this Section 8.1 are not satisfied.

8.1.18 Additional Special Conditions. The truth, accuracy and completeness of the statements set forth in this Section 8.1.18 are additional Special Conditions under the terms of this Agreement; provided, however, that (notwithstanding anything to the contrary contained herein) the Special Conditions set forth in this Section 8.1.18 (a) shall not survive (or be repeated as of) the Closing Date and (b) in the event that the statements set forth in this Section 8.1.18 are not true, accurate and complete in all material respects, the Transferee shall have, as its sole and exclusive remedies, the remedies set forth in clauses (a) and (b) of Section 6.2 hereof and not the remedies set forth in clause (c) of Section 6.2 hereof (it being understood that the statements in this Section 8.1.18 are not representations or warranties of any of the Transferor Parties and that none of the Transferor Parties shall have any personal liability on account of any of such statements, notwithstanding that certain of such statements are based upon the General Partner's Knowledge or lack thereof). To the General Partner's Knowledge as of the date on which Schedule 8.1.18 to be attached hereto is delivered to the Transferee pursuant to the terms hereof, the General Partners are not aware of any reason why any of the Limited Partners identified on Schedule 8.1.18 to be attached hereto would not have the requisite level of business sophistication to be an Accredited Investor. The parties hereby acknowledge that Schedule 8.1.18 shall not be attached hereto as of the Execution Date. The General Partners shall prepare and deliver Schedule 8.1.18 to the Transferee to be attached hereto on or before the twenty fifth (25th) day after the Execution Date.

8.2 Representations Regarding Transferred Interests. Each Transferor Party (or, in the case of Section 8.2.3 hereof, each OP Unit Recipient) represents and warrants to and agrees with the Transferee, as of the Execution Date and as of the Closing Date (except as otherwise set forth herein), as follows:

8.2.1 Ownership and Adverse Claims. If such Transferor Party is a General Partner or one of the Regency LPs, except as otherwise provided in the Partnership Agreement and except as provided on Schedule 8.2.1 attached hereto, such Transferor Party owns its Partnership Interests free and clear of all security interests, liens, adverse claims, pledges, options, rights of first refusal, agreements, limitations on voting rights, charges, hypothecations and other encumbrances of any nature

whatsoever. With respect to any Transferor Parties and Partnership Interests identified on Schedule 8.2.1 attached hereto, such Transferor Party will, as of the Closing Date, own its Partnership Interests free and clear of all security interests, liens, adverse claims, pledges, options, rights of first refusal, agreements, limitations on voting rights, charges, hypothecations and other encumbrances of any nature whatsoever.

8.2.2 Foreign Investment In Real Property Tax Act. Such Transferor Party is not a foreign person within the meaning of 26 USCS § 1445(f)(3).

8.2.3 OP Units.

8.2.3.1 Such OP Unit Recipient is, and at the Closing will be, an Accredited Investor.

8.2.3.2 Such OP Unit Recipient (a) has received and reviewed that certain Private Placement Memorandum of the Transferee, dated as of March 16, 1999, and (b) has had access to such additional financial and other information, and has been afforded the opportunity to ask questions of representatives of the Transferee, and to receive answers to those questions, as it has deemed necessary in connection with the acquisition of the OP Units that may be acquired pursuant hereto.

8.2.3.3 Such OP Unit Recipient (a) has acknowledged that the OP Units that will be acquired pursuant to this Agreement are being acquired in transactions not involving any public offering within the meaning of the Act, and that the OP Units have not been registered and may, notwithstanding the undertakings of the REIT pursuant to the Registration Rights Agreement, never be registered under the Act, and (b) has agreed not to offer, sell, transfer or otherwise dispose of all or any portion of the OP Units (other than by a redemption of OP Units pursuant to the OP Agreement or otherwise in accordance with the OP Agreement) in the absence of registration under the Act and under applicable state securities or "Blue Sky" laws unless it delivers to the Transferee an opinion of counsel reasonably satisfactory to the Transferee, in form and substance satisfactory to the Transferee, to the effect that the proposed sale, transfer or other disposition may be effected without registration under the Act and under applicable state securities or blue sky laws.

8.2.3.4 Such OP Unit Recipient has acknowledged and agreed that the OP Units will be in the form of physical certificates and that unless and until such OP Units shall have been registered under the Act, the certificates will bear a legend to the following effect:

THE SECURITY EVIDENCED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION, UNLESS THE TRANSFEROR PARTY DELIVERS TO THE PARTNERSHIP AN OPINION OF COUNSEL SATISFACTORY TO THE PARTNERSHIP, IN FORM AND SUBSTANCE SATISFACTORY TO THE PARTNERSHIP, TO THE EFFECT THAT THE PROPOSED SALE, TRANSFER OR OTHER DISPOSITION MAY BE EFFECTED WITHOUT REGISTRATION UNDER THE ACT AND UNDER APPLICABLE STATE SECURITIES OR "BLUE SKY" LAWS. IN ADDITION, THE LIMITED PARTNERSHIP INTEREST EVIDENCED BY THIS CERTIFICATE MAY BE SOLD OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE RESTRICTIONS ON TRANSFER SET FORTH IN THE THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF AIMCO PROPERTIES, L.P., DATED AS OF JULY 29, 1994, AS AMENDED, A COPY OF WHICH MAY BE OBTAINED FROM AIMCO-GP, INC., THE GENERAL PARTNER, AT ITS PRINCIPAL EXECUTIVE OFFICE.

8.2.3.5 Such OP Unit Recipient (a) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an acquisition of the OP Units and it is able to bear the economic risk of a loss of an investment in the OP Units and (b) is not acquiring any OP Units with a view to the distribution of the OP Units or any present intention of offering or selling any of the OP Units in a transaction that would violate the Act or the securities laws of any state or any other applicable jurisdiction.

8.2.3.6 With respect to legal, tax, accounting, financial and other economic considerations involved in the transactions contemplated by this Agreement, including an investment in OP Units, such OP Unit Recipient is not relying on the Transferee (or any agent, representative or affiliate of the Transferee), except with respect to covenants of the Transferee to the extent provided in Section 11.2 and the covenants of the REIT to the extent provided in the Registration Rights Agreement. Such OP Unit Recipient has carefully considered and has, to the extent it believes such discussion necessary, discussed with its professional legal, tax, accounting and financial and other advisors the suitability of its proposed investment in the OP Units.

8.2.3.7 Such OP Unit Recipient has acknowledged and agreed that the first distribution paid to such OP Unit Recipient in respect of the OP Units acquired pursuant to this Agreement shall be prorated based on the portion of the quarterly period in respect of which such distribution is paid that such OP Unit Recipient held such OP Units.

8.2.4 The Transferor Parties' Authority: Validity of Agreements; Consents.

Subject to the receipt and the sufficiency of the Loan Assumption Approval and the Requisite Consent, except as set forth on Schedule 8.2.4 of this Agreement, such Transferor Party has the full right, power and authority to (i) transfer, contribute and convey its respective Partnership Interest or Management Assets, as applicable, to the Transferee or its permitted designee(s) as provided in this Agreement, to carry out its respective obligations hereunder and to execute, deliver and perform, and enter into and consummate, all of the documents and transactions contemplated by this Agreement, and (ii) enter into this Agreement and consummate the transactions contemplated herein. The individual executing this Agreement on behalf of such Transferor Party and the instruments referenced herein on behalf of such Transferor Party has the legal power, right and actual authority to bind such Transferor Party to the terms hereof and thereof. This Agreement is, and all instruments, documents and agreements to be executed by such Transferor Party in connection herewith shall be, duly authorized, executed and delivered by such Transferor Party and shall be valid, binding and enforceable obligations of such Transferor Party. Subject to the receipt and the sufficiency of the Loan Assumption Approval and the Requisite Consent, except as set forth on Schedule 8.2.4 of this Agreement, all requisite action has been taken by such Transferor Party in connection with entering into this Agreement, and in connection with the execution and delivery of the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party is required in connection with the execution by such Transferor Party of this Agreement. Other than the Loan Assumption Approval and the Requisite Consent, no consent of any partner, shareholder, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party is required in connection with the performance by such Transferor Party of their obligations hereunder.

8.2.5 No Conflicts. The execution and delivery of this Agreement by such Transferor Party, and (subject to the receipt and the sufficiency of the Loan Assumption Approval and the Requisite Consent) the consummation of the transactions herein contemplated to be performed by such Transferor Party and compliance with the terms of this Agreement by such Transferor Party will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions

of, or constitute a default under, any indenture, deed of trust, mortgage, loan agreement, or other document, instrument or agreement, oral or written, to which the Partnership or such Transferor Party is a party or by which the Partnership or such Transferor Party or their assets are bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over any or all of the Partnership and such Transferor Party or all or any portion of the Property in a manner which would materially adversely affect the ability of the Partnership and such Transferor Party to perform their respective obligations hereunder.

8.2.6 Management. The Manager represents and warrants as follows: (a) the Manager has delivered to the Transferee a true, correct and complete copy of the Management Agreement; (b) the Manager has not assigned, pledged, transferred or otherwise disposed of the Management Agreement (except for any pledge to the holders of the Loan as set forth on Schedule 8.1.12 attached hereto); (c) the Management Agreement is in full force and effect and there are no defaults or events which, with the giving of notice, the passage of time, or both, could constitute a default thereunder; and (d) the Partnership does not have any counterclaims, rights of offset or defenses to enforcement arising under or in connection with the Management Agreement.

8.2.7 Cure Period; Survival of the Transferor Parties' Representations and Warranties; Liability.

8.2.7.1 All of the representations and warranties of the Transferor Parties (or the OP Unit Recipients, as the case may be) set forth in this Section 8.2 shall be true upon the Execution Date, shall be deemed to be repeated at and as of the Closing Date (except as otherwise disclosed in writing to the Transferee) and shall survive the Closing for a period of one (1) year.

8.2.7.2 In the event that the Transferee discovers any breach of any representation or warranty in this Section 8.2 prior to the Closing, the Transferee shall deliver a Breach Notice to GP1. The Transferor Parties shall have five (5) Business Days following delivery of a Breach Notice to cure the breach identified therein. If the Transferor Parties fail to cure such breach within such five (5) Business Day period, then the Transferee shall be entitled to exercise all of its rights pursuant to Section 6.2. Each Transferor Party shall be personally and severally liable for all direct damages incurred by the Transferee or its permitted designee(s) as a result of a breach of its representations and warranties set forth in this Section 8.2. In addition, in the event that GP2 is identified on the Master Schedule as an affiliate of GP1, GP1 shall be liable for all direct damages incurred by the Transferee or its permitted designee(s) as a result of a breach of the representations and warranties of GP2 set

forth in this Section 8.2. In no event shall the Transferee be entitled to recover damages from any or all of the Transferor Parties in excess of the portion of the Contribution Value delivered (to the Transferor Parties or into the Holdback Accounts) at the Closing unless such breach (a) is a breach of a representation or warranty set forth in Section 8.2.3 hereof or (b) adversely affects the sufficiency of the consent of the Partners to the transactions contemplated by this Agreement.

8.3 General Partner's Knowledge. As used in this Agreement, the words "to the General Partner's Knowledge" or words of similar import shall be deemed to mean the actual knowledge of the individuals identified on Exhibit "Q" attached hereto and made a part hereof (the "Knowledge Parties"), without inquiry and without imputation of knowledge from any other person. The General Partners represent and warrant to the Transferee that the Knowledge Parties constitute all of the persons who are directly responsible for the oversight of, and/or most familiar with, the ownership, operation, management, condition and sale of the Property and the business operations, accounting practices and administration of the Partnership, and the subject matter of the Special Conditions set forth in Section 8.1 hereof. None of the Knowledge Parties (in their capacity as such) shall have any personal liability for any statement contained in the Special Conditions in Section 8.1 hereof.

8.4 No Implied Warranties. The Transferee acknowledges and agrees that, except as expressly provided in this Agreement, none of the Transferor Parties or their officers, partners, agents or representatives has made any representations or warranties regarding the Partnership, their Partnership Interests, the Partnership Agreement, the Management Agreement or the Management Assets. Without in any way limiting the foregoing, the Transferee, for itself and its successors and assigns, acknowledges, and agrees, from and after the Closing, to look solely to the Owner's Title Policy for the recovery of any claim regarding the condition of title, it being understood that the Transferee shall have no claim against any Transferor Party on account of the condition of title to the Property.

9. DISCLAIMER REGARDING PHYSICAL CONDITION OF THE PROPERTY

9.1 No Reliance. Except as otherwise expressly set forth herein (or in any document executed in connection herewith), the Transferee is not relying and has not relied upon the Transferor Parties or their officers, partners, agents and representatives as to any matter regarding the physical condition of the Property, including, without limitation: (i) the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property; (ii) the quality,

nature, adequacy or condition of the soils or the existence of ground water at the Property; (iii) the development potential of the Property, its habitability, merchantability or fitness, suitability or adequacy for any particular purpose; (iv) the existence, quality, nature, adequacy or physical condition of any utility serving the Property; (v) the ad valorem taxes now or hereafter payable on the Property or the valuation of the Property for ad valorem tax purposes; (vi) the zoning of the Property; and (vii) the condition of title to the Property.

9.2 "As-Is". THE TRANSFEREE REPRESENTS, WARRANTS AND COVENANTS TO THE TRANSFEROR PARTIES THAT THE TRANSFEREE WILL, DURING THE DUE DILIGENCE PERIOD, INDEPENDENTLY AND PERSONALLY INSPECT AND REVIEW THE PROPERTY AND ANY AND ALL MATTERS REFERENCED IN THE PROPERTY DOCUMENTS AND OTHER PROPERTY-RELATED MATERIALS TO BE DELIVERED TO OR MADE AVAILABLE FOR REVIEW BY THE TRANSFEREE PURSUANT HERETO (COLLECTIVELY, THE "DISCLOSURE MATERIALS"), AND THAT THE TRANSFEREE HAS ENTERED INTO THIS AGREEMENT BASED UPON ITS RIGHTS AND INTENTIONS TO MAKE SUCH EXAMINATION AND INSPECTION. WITHOUT LIMITING THE RIGHTS OF THE TRANSFEREE UNDER THE EXPRESS TERMS OF THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HERewith, THE TRANSFEREE AGREES THAT IF THE TRANSFEREE PROCEEDS TO CLOSING, THE TRANSFEREE WILL ACCEPT, THROUGH THE INTERESTS IT WILL ACQUIRE IN THE PARTNERSHIP, THE PROPERTY AT THE CLOSING, IN ITS THEN CONDITION AS-IS, WHERE-IS AND WITH ALL ITS FAULTS. NO PERSON ACTING ON BEHALF OF ANY OF THE TRANSFEROR PARTIES IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF, THE TRANSFEREE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, EACH OF THE TRANSFEROR PARTIES HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO:

- (i) THE VALUE OF OR INCOME TO BE DERIVED FROM THE PROPERTY; IT BEING ACKNOWLEDGED AND AGREED BY THE TRANSFEREE THAT THE DISCLOSURE MATERIALS MAY INCLUDE ECONOMIC PROJECTIONS WHICH REFLECT ASSUMPTIONS AS TO FUTURE MARKET STATUS AND FU-

TURE PROPERTY INCOME AND EXPENSE WHICH ARE INHERENTLY UNCERTAIN AND AS TO WHICH THE TRANSFEROR PARTIES HAVE NOT MADE ANY GUARANTY OR REPRESENTATION WHATSOEVER;

- (ii) THE CONDITION OF TITLE TO THE PROPERTY;
- (iii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE TRANSFEREE MAY CONDUCT THEREON, INCLUDING ANY OF THE CHARACTERISTICS DESCRIBED IN SECTION 9.1 ;
- (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY;
- (v) THE TAX CONSEQUENCES OF THE TRANSACTIONS CONTEMPLATED HEREBY; AND
- (vi) WITH RESPECT TO ANY OTHER MATTER CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY CONTRACTS, LEASES, FIXTURES, EQUIPMENT, PERMITS, PERSONAL PROPERTY, SERVICE AND REPAIR CONTRACTS, INTANGIBLES), INCLUDING ANY AND ALL SUCH MATTERS REFERENCED, DISCUSSED OR DISCLOSED IN ANY PUBLIC RECORDS OF ANY GOVERNMENTAL AGENCY OR ENTITY OR UTILITY COMPANY, OR IN ANY OTHER DOCUMENTS AVAILABLE TO THE TRANSFEREE.

THE TRANSFEREE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND TO REVIEW THE DISCLOSURE MATERIALS AND OTHER INFORMATION AND DOCUMENTATION AFFECTING THE FOREGOING, THE TRANSFEREE IS RELYING SOLELY ON ITS OWN INVESTIGATION AND REVIEW OF SUCH MATERIALS, INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE TRANSFEROR PARTIES (WITHOUT LIMITING THE RIGHTS OF THE TRANSFEREE UNDER THE EXPRESS TERMS OF THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HERewith).

THE TRANSFEREE FURTHER ACKNOWLEDGES THAT IT HAS NOT RECEIVED FROM ANY OF THE TRANSFEROR PARTIES ANY ACCOUNTING, TAX, LEGAL, ARCHITECTURAL, ENGINEERING, PROPERTY MANAGEMENT OR OTHER ADVICE WITH RESPECT TO THIS TRANSACTION AND IS RELYING SOLELY UPON THE ADVICE OF ITS ACCOUNTING, TAX, LEGAL, ARCHITECTURAL, ENGINEERING, PROPERTY MANAGEMENT AND OTHER ADVISORS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BASED UPON THE TRANSFEREE'S FAMILIARITY WITH AND DUE DILIGENCE RELATING TO THE PROPERTY AND PERTINENT KNOWLEDGE AS TO THE MARKET IN WHICH THE PROPERTY IS SITUATED AND IN DIRECT CONSIDERATION OF THE TRANSFEROR PARTIES' DECISION TO TRANSFER THE PROPERTY TO THE TRANSFEREE IN ACCORDANCE WITH THE TERMS HEREOF FOR THE CONTRIBUTION VALUE AND NOT TO PURSUE AVAILABLE DISPOSITION ALTERNATIVES, THE TRANSFEREE ASSUMES FULLY THE RISK THAT, WITHOUT LIMITING THE RIGHTS OF THE TRANSFEREE UNDER THE EXPRESS TERMS OF THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HERewith, ADVERSE LATENT OR PATENT PHYSICAL, ENVIRONMENTAL, ECONOMIC OR LEGAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS. THE TRANSFEROR PARTIES AND THE TRANSFEREE ACKNOWLEDGE THAT THE CONSIDERATION BEING PROVIDED TO THE TRANSFEROR PARTIES FOR THE ASSETS TO BE TRANSFERRED PURSUANT HERETO HAS TAKEN INTO ACCOUNT THAT THOSE ASSETS ARE BEING TRANSFERRED SUBJECT TO THE PROVISIONS OF THIS SECTION. THE TRANSFEROR PARTIES AND THE TRANSFEREE AGREE THAT THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING.

THE TRANSFEREE FURTHER ACKNOWLEDGES AND AGREES THAT THE DISCLOSURE MATERIALS AND OTHER INFORMATION MADE AVAILABLE TO THE TRANSFEREE OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF THE TRANSFEROR PARTIES WITH RESPECT TO THE ASSETS TO BE TRANSFERRED PURSUANT HERETO HAS BEEN OR WILL BE OBTAINED FROM A VARIETY OF SOURCES; THAT THE TRANSFEROR PARTIES HAVE NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKE NO REPRESENTATIONS, WARRANTIES OR SPECIAL CONDITIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN; AND THAT THE TRANSFEREE HAS NO RIGHT TO RELY THEREON, EXCEPT WITH RESPECT TO ANY INFORMATION AS TO WHICH ANY TRANSFEROR PARTY HAS MADE AN EXPRESS REPRESENTATION, WARRANTY OR SPECIAL CONDITION HEREIN.

10. THE TRANSFEREE'S REPRESENTATIONS AND WARRANTIES.

The Transferee represents and warrants to the Transferor Parties, as of the Execution Date and as of the Closing Date, as follows (provided that, to the extent that any of the representations and warranties set forth in Sections 10.1, 10.2 and 10.3 hereof relate to any of the GP Loans, such representations and warranties shall not be made as of the Execution Date, but shall be made as of the Due Diligence Termination Date and as of the Closing Date):

10.1 No Conflicts. The execution and delivery of this Agreement by the Transferee, the consummation of the transactions herein contemplated to be performed by the Transferee, and compliance with the terms of this Agreement by the Transferee will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, deed of trust, mortgage, loan agreement, or other document, instrument or agreement, oral or written, to which the Transferee is a party or by which the Transferee is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over the Transferee.

10.2 Due Organization; Consents. The Transferee is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware, with its principal place of business in the State of Colorado. All requisite partnership action has been taken by the Transferee in connection with entering into this Agreement, and will be taken prior to the Closing in connection with, the execution and delivery of the instruments referenced herein and the consummation of the transactions contemplated hereby. Other than the Loan Assumption Approval, no consent of any partner, shareholder, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party is required in connection with the execution by the Transferee of this Agreement and/or the performance by the Transferee of its obligations hereunder.

10.3 The Transferee's Authority; Validity of Agreements. The Transferee has full right, power and authority to accept the Partnership Interests, the Management Assets and the GP Loans, if applicable, as provided in this Agreement, to carry out its obligations hereunder and to execute, deliver and perform, and enter into and consummate, all of the documents and transactions contemplated by this Agreement. The individual(s) executing this Agreement on behalf of the Transferee and the instruments referenced herein on behalf of the Transferee have the legal power, right and actual authority to bind the Transferee to the terms hereof and thereof. This Agreement is, and all other documents and instruments to be executed and delivered by the Transferee in connection herewith

shall be, duly authorized, executed and delivered by the Transferee and shall be valid, binding and enforceable obligations of the Transferee.

10.4 The Transferee's Treatment as Partnership. The Transferee is treated as a partnership for Federal tax purposes and not as a "publicly traded partnership" which is taxable as a corporation within the meaning of Section 7704 of the Code, and has filed all material tax returns required to be filed through the Closing Date. The Transferee has an election in effect under Section 754 of the Code. To the "Transferee's Knowledge" (as defined in Section 10.8 below), the REIT has filed all material tax returns required to be filed through the Closing Date and has paid all material taxes due thereon, and no tax deficiency has been determined adversely to the REIT which has had (nor does the REIT have any knowledge of any tax deficiency which, if determined adversely to the REIT might have) a material adverse effect on the consolidated financial position, stockholders' equity, results of operations, business or prospects of the REIT.

10.5 REIT Status. To the Transferee's Knowledge, the REIT is organized and operates in a manner so as to qualify as a "real estate investment trust" under Sections 856 through 860 of the Code.

10.6 Issuance of OP Units. The OP Units to be issued in connection with the transaction contemplated hereby have been, or prior to their issuance will have been, duly authorized for issuance by the Transferee to the Transferor Parties and the Investor Limited Partners, and on the date of their issuance pursuant to the terms and conditions hereof will be validly issued, free and clear of any liens, pledges and encumbrances of any kind whatsoever (except as set forth in the OP Agreement).

10.7 Disclosure. The representations and warranties and the statements and information contained in this Agreement, and in any other materials delivered by the Transferee and the REIT to the Transferor Parties with respect to the Transferee and the REIT, taken together with any public filings made by the Transferee or the REIT with the Securities Exchange Commission, do not contain any untrue statement of a material fact and, when taken together, do not omit to state a material fact required to be stated therein or necessary in order to make such representations, warranties, statements or information not misleading in light of the circumstances under which they were made.

10.8 Definition of the Transferee's Knowledge. As used in this Agreement, the words "to the Transferee's Knowledge" or words of similar import shall be deemed to mean the actual knowledge of Peter Kompaniez and Troy Butts after due inquiry. The aforementioned individuals shall not have any personal liability for any representation of the Transferee herein.

10.9 Cure Period; Survival of Representations and Warranties.

10.9.1 Cure Period. In the event that the Transferor Parties discover any breach of any representation or warranty in this Section 10 prior to the Closing, GP1 (on behalf of the Transferor Parties) shall deliver a Breach Notice to the Transferee. The Transferee shall have five (5) Business Days following delivery of a Breach Notice to cure the breach identified therein. If the Transferee fails to cure such breach within such five (5) Business Day period, then the Transferor Parties shall be entitled to exercise all of their rights pursuant to Section 6.4.

10.9.2 Survival. The representations and warranties contained herein shall survive the Closing for a period of one (1) year.

11. ADDITIONAL COVENANTS.

11.1 Additional Covenants of the Transferor Parties. In responding to any request for consent pursuant to this Section 11.1, the Transferee (a) shall not unreasonably withhold, condition or delay its consent if such request for consent is delivered to the Transferee at any time prior to the date on which the Transferee waives its termination right pursuant to Section 4.1.4 hereof and (b) may withhold its consent in its sole and absolute discretion if such request for consent is delivered at any time thereafter. Any such request for consent shall be in writing and delivered in accordance with Section 17.4 hereof. In the event that the Transferee discovers any breach of any covenant or agreement contained in this Section 11.1 prior to the Closing, the Transferee shall deliver a Breach Notice to GP1. The Transferor Parties shall have five (5) Business Days following delivery of a Breach Notice to cure the breach identified therein (provided that the Transferor Parties shall not be entitled to any right to cure any breach of Section 11.1.7 or Section 11.1.11.2). If the Transferor Parties fail to cure such breach within such five (5) Business Day period (or if the Transferor Parties are not entitled to any right to cure such breach), then the Transferee shall be entitled as its sole and exclusive remedy to exercise all of its rights pursuant to Section 6.2 hereof and the Transferor Parties shall have no personal liability on account of such breach except as expressly set forth in Section 14.2 hereof. In addition to the covenants and agreements of the Transferor Parties set forth elsewhere in this Agreement, the Transferor Parties covenant and agree that between the Execution Date and the Closing Date (or the date of earlier termination hereof, if applicable):

11.1.1 Title. Except as permitted under the terms of Sections 11.1.8, 11.1.9 and 11.1.15 hereof, the Partnership shall not sell, contribute, assign or create any right, title or interest whatsoever in or to the Property, or create or permit to exist thereon any lien, charge or encumbrance other than the applicable Permitted Exceptions, or enter into any agreement to do any of the foregoing, without the prior written consent of the

Transferee. Except as set forth on Schedule 8.2.1 attached hereto, none of the General Partners nor the Regency LPs shall sell, contribute, assign or create any rights, title or interest whatsoever in or to its Partnership Interests, or create or permit to exist thereon any lien, charge or encumbrance, or enter into any agreement to do any of the foregoing.

11.1.2 Limited Partner Consents. The Transferor Parties shall use good faith, commercially reasonable efforts to cause each of the Investor Limited Partners to execute a Consent. Nothing contained herein shall modify or alter the termination rights granted pursuant to Sections 6.2 and 6.4 herein.

11.1.3 Development Activities. The Partnership shall not take any actions with respect to the development of the Property, including, without limitation, applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without the prior written consent of the Transferee. Nothing contained in this Section 11.1.3 shall limit the Partnership's ability to perform normal maintenance, repair or restoration of the Improvements or to maintain or obtain required permits for the existing Improvements or for other operations on the Property in the ordinary course of business consistent with the Partnership's past practices and the terms of Section 11.1.11.1 hereof. The Transferor Parties hereby agree to reasonably cooperate with the Transferee in the Transferee's efforts to obtain such governmental approvals as the Transferee deems necessary to permit the Transferee to operate the Property as the Transferee wishes following the Closing Date, so long as no such approvals burden the Property or become effective prior to the Closing without the prior written consent of GP1.

11.1.4 No Pre-Paid Rent. Other than in the ordinary course of business and consistent with past practice, the Partnership shall not accept any rent from any Tenant (or any new tenant under any new lease permitted pursuant to the terms hereof) for more than one (1) month in advance of the payment date.

11.1.5 Notice of Change in Circumstances; Litigation. The Transferor Parties shall promptly notify the Transferee of any change (collectively, the "Changes") in any condition with respect to the Property or any portion thereof or of any event or circumstance of which the Transferor Parties obtain knowledge subsequent to the Execution Date which (a) materially affects the Property or any portion thereof, or the use or operation of the Property or any portion thereof, (b) materially affects the Partnership or any Partnership Interests, (c) makes any Special Condition, representation or warranty of the Transferor Parties to the Transferee under this Agreement untrue or misleading in any material respect, or (d) makes any covenant or agreement of the Transferor Parties under this

Agreement incapable or substantially less likely of being performed, it being expressly understood that the Transferor Parties' obligation to provide information to the Transferee under this Section 11.1.5 shall in no way relieve the Transferor Parties of any liability for a breach of any of their Special Conditions, representations, warranties, covenants or agreements under this Agreement. In the event that any proceeding of the character described in Section 8.1.10 hereof is initiated prior to the Closing, the Transferor Parties shall promptly advise the Transferee in writing. Notwithstanding anything to the contrary contained herein, if any Transferor Party becomes aware after the Execution Date of any Changes that (i) make any Special Condition, representation or warranty of the Transferor Parties to the Transferee under this Agreement (which was true, correct and complete as of the Execution Date) untrue, incorrect or incomplete or (ii) make any covenant or agreement of the Transferor Parties under this Agreement (which was, as of the Execution Date, capable of being performed) incapable or substantially less likely of being performed, to the extent that such Changes are not a result of any Transferor Party's breach of this Agreement, such Changes shall not constitute a default by the Transferor Parties hereunder and the Transferor Parties shall have no liability to the Transferee with respect thereto, but the Transferor Parties shall promptly notify the Transferee of such Changes.

11.1.6 No Defaults; Maintenance and Leasing of Property. The Partnership shall not default in any material respect with respect to the performance of any obligation relating to the Property, including, without limitation, the payment of all amounts due and the performance of all obligations with respect to any existing indebtedness or existing leases or contracts affecting the Property. The Partnership shall operate and maintain the Property (and lease the Property) in accordance with the Partnership's past practice and the terms of Section 11.1.11.1 hereof and shall comply in all material respects with all applicable Laws, rules and regulations affecting the Property or any portion thereof. Nothing in this Section 11.1.6 shall be construed as a contractual obligation on the part of the General Partners to advance funds to the Partnership or to cause the Partnership to incur additional indebtedness; provided, however, that the Transferor Parties acknowledge and agree that the Transferee shall have the right to terminate this Agreement in accordance with Section 6.2 hereof in the event that the Partnership does not comply with the foregoing covenant.

11.1.7 Exclusive Negotiations. The Transferor Parties shall (a) remove the Property and the Partnership Interests held by the Transferor Parties and their respective affiliates from the market, and (b) cease and refrain from any and all negotiations with any other prospective optionees or purchasers of the Property and such Partnership Interests.

11.1.8 Service, Management and Employment Contracts. Other than employee severance agreements entered into in accordance with the terms hereof, the Partnership shall

not enter into any new service, property management or employment contract or extend, renew or replace any existing service, property management or employment contract in respect of the Property without the Transferee's prior written consent, unless the same shall be (a) for a term no greater than one (1) year and (b) cancellable without penalty or premium, upon not more than thirty (30) days' notice from the Partnership.

11.1.9 Leases. The Partnership shall not enter into any new lease or extend, renew or replace any existing Lease in respect of the Property without the Transferee's prior written consent unless the same is entered into by the Partnership in the ordinary course of its business, upon market terms and for a term not in excess of thirteen (13) months; provided, however, that the Partnership may enter into new leases in the ordinary course of its business, upon market terms and for terms in excess of thirteen (13) months, without obtaining the Transferee's consent, but only to the extent that (a) such new leases are for terms not in excess of two (2) years and (b) such new leases, together with any existing Leases of terms in excess of thirteen (13) months, in the aggregate, do not exceed ten percent (10%) of all leases, licenses, tenancies and other occupancy agreements in effect at the Property.

11.1.10 Payments under the Loan Obligations. The Partnership shall (a) make all regular payments of interest and principal (and fund required tax, insurance and replacement reserve escrow accounts) on the Loan Obligations which become due and payable on or prior to the Closing Date, and (b) comply in all material respects with all of the terms of the Loan Documents and not modify any of the terms thereof or request the waiver of any of the terms thereof without, in each instance, the Transferee's prior written approval. Nothing in this Section 11.1.10 shall be construed as a contractual obligation on the part of the General Partners to advance funds to the Partnership or to cause the Partnership to incur additional indebtedness; provided, however, that the Transferor Parties acknowledge and agree that the Transferee shall have the right to terminate this Agreement in accordance with Section 6.2 hereof in the event that the Partnership does not comply with the foregoing covenant.

11.1.11 Conduct of Business of the Partnership Pending the Contribution.

11.1.11.1 The General Partner covenants and agrees that, except as expressly permitted or contemplated by this Agreement, until the Closing, unless the Transferee shall otherwise agree in writing prior to the taking of any action prohibited by the terms of this Section 11.1.11, the General Partner shall cause the Partnership to conduct its operations and business in the ordinary and usual course of business and consistent with past practice. Notwithstanding the foregoing or anything to the contrary contained in the Partnership's budgets for 1999 or the Partnership's past practice, the

General Partners shall have no obligation to cause the Partnership to improve or enhance the Property or any part thereof, but the foregoing shall not limit any obligations of maintenance and repair.

11.1.11.2 Without limiting the generality of the foregoing, and except as otherwise expressly permitted by this Agreement, prior to the Closing, without the prior written consent of the Transferee, the General Partner shall cause the Partnership not to: (a) amend or modify its Partnership Agreement (except for any amendments contemplated hereby); (b) issue, sell, pledge or dispose of, grant or otherwise create, or agree to issue, sell, pledge or dispose of, grant or otherwise create any partnership interests, or any debt or any securities convertible into or exchangeable for partnership interests; (c) purchase, redeem or otherwise acquire or retire, or offer to purchase, redeem or otherwise acquire or retire, any partnership interests (including any options with respect to its partnership interests and any security convertible or exchangeable into its partnership interests); (d) declare, set aside, make or pay any distribution, payable in cash, partnership interests, property or otherwise, with respect to any of its partnership interests, or subdivide, reclassify, recapitalize, split, combine or exchange any of its partnership interests, except for ordinary distributions consistent with past practice and except as required under Section 7.5.1 hereof; (e) incur or become contingently liable at any time after the Due Diligence Termination Date with respect to any indebtedness or guarantee any such indebtedness or issue any debt securities or incur any obligation or liability, other than indebtedness consisting of funds advanced by either or both of the General Partners on terms consistent with past practice, in a maximum amount not to exceed the "Threshold Amount" (as defined on the Master Schedule); (f) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial equity interest in or a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business entity; (g) except as provided in Section 11.1.15 hereof, mortgage or otherwise encumber or subject to any lien any of its properties or assets; (h) commence or allow to be commenced on its behalf any action, suit or proceeding affecting it or with respect to all or any portion of the Property (provided that the Partnership may commence any such action, suit or proceeding in the ordinary course of business if, and only if, the Partnership executes and delivers to the Transferee an indemnity (any claims on which shall be made solely through the assertion of a claim against the Holdback Accounts and for which the General Partners shall have no personal liability), in form and substance reasonably satisfactory to the Transferee, for any and all claims arising from or in connection therewith); or (i) authorize any of, or commit or agree to take any of, the foregoing actions. Nothing in this Section 11.1.11 shall be construed as a contractual obligation on the part of the General Partners to advance funds to the Partnership or to cause the Partnership to incur additional indebtedness; provided, however, that the Transferor Parties acknowledge and agree that the Transferee shall have the right to

terminate this Agreement in accordance with Section 6.2 hereof in the event that the Partnership does not comply with the foregoing covenant.

11.1.11.3 The Transferee acknowledges that the General Partners shall have the right to cancel prior to the Closing the "Unpaid Subscription Obligations" (as defined on the Master Schedule), if any.

11.1.12 Release. Effective as of the Closing, each of the Transferor Parties hereby releases and forever discharges the Partnership and its past and present agents, representatives, employees, officers, directors, affiliates, partners, controlling persons, subsidiaries, successors and assigns other than the Transferee and those persons that are affiliates of the Transferee (collectively, the "Released Parties") from any and all Claims which such Transferor Party (or its heirs, executors, administrators, successors and assigns) now has, has ever had or may hereafter have against the respective Released Parties arising contemporaneously with or prior to the Closing Date or on account of or arising out of any matter, cause or event occurring contemporaneously with or prior to the Closing Date; provided, however, that (i) the Transferor Parties do not release any Claims for indemnification to which such Transferor Party is expressly entitled pursuant to the terms of the Indemnity Agreements or for payment for services rendered or expenses incurred prior to the Closing Date (and in accordance with the terms hereof) but for which payment has not been made as of the Closing Date and (ii) the foregoing release shall not impair, in any way, any rights that the Transferee (or its permitted designee) may have to any repayment of any GP Loans or other advances made by the General Partners to the Partnership, which remain as outstanding obligations of the Partnership following the Closing.

11.1.13 Further Action, Reasonable Efforts. Upon the terms and subject to the conditions hereof, each of the parties hereto shall use its reasonable efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the Contribution, including, without limitation, using its reasonable efforts to obtain all licenses, permits, consents, approvals, authorizations, certificates, qualifications and orders of, and make all filings and required submissions with, all Federal, state and local governmental and regulatory agencies, authorities, commissions and instrumentalities, and all partners of, and parties to contracts with, any of the Transferee, the Transferor Parties or the Partnership, in each case, as are necessary or desirable for the consummation of the Contribution. In case at any time after the Closing Date any further action is necessary or desirable to carry out the purposes of this Agreement, the Transferee and the Transferor Parties shall use their commercially reasonable, good faith efforts to take all such action. Each party shall use its commercially reasonable, good faith efforts not to take any action, or enter into any transaction, that would cause any of its

Special Conditions, representations or warranties contained in this Agreement to be untrue or result in a breach of any covenant made by it in this Agreement.

11.1.14 Tax Returns. The General Partners have delivered (or will deliver together with the Property Documents) to the Transferee true and correct copies of the Partnership's last three (3) Federal income Tax Returns. The General Partners shall promptly complete and file or cause to be filed all Tax Returns required to be filed as a result of the consummation of the transactions contemplated in this Agreement and shall provide copies of all such Tax Returns to the Transferee. The General Partners shall have full control over any audit, and any administrative or judicial proceedings related thereto, pertaining to taxable years or other periods ending on or prior to the Closing Date and the person or entity who was the tax matters partner for the Partnership immediately prior to the Closing shall continue to be the tax matters partner with respect to any Tax Returns filed with respect to any period ending on or prior to the Closing Date, provided that such person or entity shall promptly (a) notify the Transferee of any communication with any taxing authority relating to the Partnership and (b) give the Transferee copies of any written correspondence between such person or entity and any taxing authority relating to the Partnership.

11.1.15 Refinancing. If the Loan has a maturity date on or prior to November 1, 1999, then prior to the Closing, the General Partners shall have the right to (a) apply for and obtain replacement mortgage financing for the Property, on market rates and terms, in an amount not to exceed eighty percent (80%) of the value of the Property, and (b) execute and deliver all notes, mortgages, collateral assignments and other documents required by the lender in connection therewith. Any reasonable costs incurred in connection with the application for, origination of or closing of such mortgage loan that are paid by the Partnership (and are not paid out of the proceeds of such loan) shall be considered to be a "Partnership Asset" for purposes of this Agreement. In the event that the Transferee reasonably objects to the terms of any refinancing entered into pursuant to the terms of this Section 11.1.15, the Transferee shall have, as its sole and exclusive remedies, the remedies set forth in clauses (a) and (b) of Section 6.2 hereof and not the remedies set forth in clause (c) of Section 6.2 hereof.

11.2 Additional Covenants of the Transferee.

11.2.1 Section 704(c) Allocations and Methods. The Transferee shall elect to use the "traditional method" as set forth in Treasury Regulation § 1.704-3(b) (without any curative or remedial allocations) with respect to the Partnership Interests (and the indirect interests in the Property) acquired by the Transferee and the OP Units issued to the OP Unit Recipients as a result of the Contribution or to any Investor Limited Partner as a result of the Offer. The Transferee and the Transferor Parties agree that, for purposes of

Section 704(c) of the Code, the Contribution Value shall be allocated among the various components of the Property as determined by the Transferee prior to the Closing, subject to the approval of GP1 (on behalf of all of the Transferor Parties), which approval shall not be unreasonably withheld, conditioned or delayed.

11.2.2 Limitation on Sale of Property. For the period (the "Lockout Period") beginning on the Closing Date and ending on the earlier of (a) the fifteenth (15th) anniversary of the Closing Date or (ii) the date on which the limited partners in the Partnership who do not tender their interests (collectively, the "Holding LPs"), the Investor Limited Partners and the Transferor Parties (which, for purposes of this Section 11.2.2 shall include transferees of such Investor Limited Partners and such Transferor Parties, provided that such transferees acquired their OP Units in non-taxable transactions, other than transfers by death) collectively hold, in the aggregate (by value as determined on the Closing Date), less than 30% of the Common OP Units delivered at (and after giving effect to) the Closing (it being understood that for purposes of such 30% calculation only, it shall be assumed that all holders of Preferred OP Units and all Holding LPs elected to accept Common OP Units), the Transferee shall not cause or permit the Partnership to voluntarily transfer (or engage in any other transaction that would be considered a sale or exchange for Federal income tax purposes) all or any portion of the Property (which, for purposes of Section 11.2 of this Agreement, shall mean only real property) or any interest in the Partnership in a transaction that would result in the recognition of taxable income to the Transferor Parties for Federal income tax purposes. The Transferor Parties and the Transferee agree that an involuntary transfer of the Property or any part thereof (or any "Replacement Property," as defined below) could occur by way of a condemnation or casualty. The Transferor Parties and the Transferee agree that the Transferee may cause or permit the Partnership to transfer all or any portion of the Property in a transaction qualifying under Section 1031 (or any successor statute) of the Code (an "Exchange"); provided, however, that the Exchange does not result in the recognition of any taxable gain to the Transferor Parties, the Investor Limited Partners or the Holding LPs for Federal income tax purposes and; provided, further, that the property acquired by the Transferee in the Exchange (the "Replacement Property") shall remain subject to the provisions of this Section 11.2.2 for the remainder of the Lockout Period.

11.2.3 Maintenance of Indebtedness. The Transferee shall acquire its interest in the Property (through the acquisition of the Partnership Interests) at Closing subject to indebtedness (the "Existing Debt") with a principal balance equal to the amount of the outstanding principal balance of the Loan as of the Closing Date (as such Loan may have been refinanced pursuant to the terms of Section 11.1.15 hereof). During the Lockout Period, the Transferee shall cause the Partnership to maintain outstanding, without prepayment or any other reduction, indebtedness, which is non-recourse debt for purposes

of Sections 704 and 752 of the Code and qualified non-recourse financing for purposes of Section 465 of the Code, in an amount not less than the amount of the outstanding principal balance of the Existing Debt as of the Closing Date (as such Existing Debt may have been refinanced pursuant to the terms of Section 11.1.15 hereof).

11.2.4 Exceptions. The covenant in Section 11.2.3. shall not apply to the extent of:

11.2.4.1 scheduled principal payments (but not prepayments) made in accordance with the requirements of the Existing Debt or any "Replacement Debt" (as defined below) satisfying the requirements of Section 11.2.5;

11.2.4.2 payments of principal made in connection with the refinancing of the Existing Debt or any previous Replacement Debt satisfying the requirements of Section 11.2.5; provided, however, that such refinancing conforms with the terms of Section 11.2.5 and; provided, further, that after giving effect to the refinancing, the Transferee would be in compliance the terms of Section 11.2.3 (after taking into account principal payments made pursuant to Section 11.2.4.1 hereof); and

11.2.4.3 any payment of principal made (or deemed to be made) in connection with the condemnation or casualty of all or any portion of the Property; provided, however, that in the event of a condemnation or casualty, the Transferee shall use its reasonable good faith efforts to acquire replacement property or take such other action such that, under the tax law existing at such time, recognition of gain by the Transferor Parties and the Holding LPs is reduced or avoided.

11.2.5 Refinancing of Indebtedness. During the Lockout Period, the Transferee may refinance the Existing Debt or any Replacement Debt with new debt (the "Replacement Debt") which (a) is secured by the Property or any Replacement Property, (b) (after considering amortization from the Closing Date on the loan to be refinanced) would not provide for amortization during the scheduled Lockout Period at a rate in excess of the amortization that would result from a twenty (20) year fully amortizing conventional mortgage loan and (c) is non-recourse debt for purposes of Section 704 and 752 of the Code and qualified non-recourse financing for purposes of Section 465 of the Code.

11.2.6 Guarantee Opportunity.

11.2.6.1 If the Lockout Period ends prior to the fifteenth (15th) anniversary of the Closing, the Transferee shall, before the Existing Debt or any Replacement Debt is reduced (other than in accordance with Section 11.2.4), offer the Transferor Parties and each Investor Limited Partner that tenders its Partnership Interests in exchange

for OP Units pursuant to the Offer the ability to guarantee indebtedness of the Transferee or its affiliates (not guaranteed by any other person) in the form and on the terms set forth on Exhibit "R" attached hereto (a "Guarantee") through the twentieth (20th) anniversary of the Closing in an amount equal to such reduction.

11.2.6.2 In addition to the offer extended under Section 11.2.6.1, from the Closing through the twentieth (20th) anniversary of the Closing, the Transferee shall, upon request, offer the Transferor Parties, and each Investor Limited Partner that tenders its Partnership Interests in exchange for OP Units pursuant to the Offer, the opportunity to execute a Guarantee in an aggregate amount not less than (i) the amount of principal amortization since the Closing with respect to the Existing Debt or any Replacement Debt, (ii) an amount necessary to provide the Transferor Parties, and each Investor Limited Partner that tenders its Partnership Interests in exchange for OP Units pursuant to the Offer, with additional basis to receive distributions from the Transferee as a return of capital, to the extent that a stockholder of the REIT who purchased a share of Common Stock for \$40.00 on the Closing Date would receive similar treatment, and (iii) without duplication of the amount set forth in clause (i) above, an amount equal to the amount by which a Transferor Party's or Investor Limited Partner's share of liabilities of the Transferee under Treasury Regulations Section 1.752-3(a)(2) has been reduced since the Closing Date. GP1 hereby agrees to promptly provide to the Transferee all information necessary to provide any guarantees pursuant to clause (iii) above.

11.2.6.3 The Transferor Parties, each Investor Limited Partner that tenders its Partnership Interests in exchange for OP Units pursuant to the Offer, and all of their counsel and advisors shall have the opportunity to review and approve any loans guaranteed hereunder and the Guarantees. The Transferee agrees to allocate to each Transferor Party who executes a Guarantee and each Investor Limited Partner that tenders its Partnership Interests in exchange for OP Units pursuant to the Offer and executes a Guarantee (each, a "Guarantor") liabilities in an amount actually guaranteed by such Guarantor (in addition to any Nonrecourse Liabilities otherwise allocable to such Guarantor), except to the extent that a final determination (within the meaning of Section 1313(a) of the Code) holds that such Guarantee was not effective (or was not effective for the full amount of the guarantee) to allocate an amount of liabilities to such Guarantor for Federal income tax purposes. The Transferor Parties acknowledge that (i) the ability to execute Guarantees shall only be available to the Transferor Parties and each Investor Limited Partner that tenders its Partnership Interests in exchange for OP Units pursuant to the Offer (and not to their successors or assigns, except those acquiring such OP Units in a non-taxable transfer (other than at death)) and, by providing such ability to execute Guarantees, the Transferee makes no representations regarding its current or expected financial condition or the current or expected financial position of the property securing

the guaranteed loan (except that the Transferee shall maintain indebtedness not guaranteed by others in amounts sufficient to provide the ability to execute Guarantees hereunder throughout the term specified in Sections 11.2.6.1 and 11.2.6.2), (ii) the ability to execute Guarantees shall cease in accordance with the terms herein, (iii) the OP Unit Recipients have reviewed with their financial and legal advisors the potential consequences and liabilities that may be associated with any guarantee provided herein, (iv) neither the Transferee nor its advisors have prepared or undertaken a legal review (and make no representations) as to the effectiveness of the guarantee for Federal income tax purposes, or any legal implications (e.g., order of payment, priority) that such guarantee may involve under Federal or state law, and (v) the Transferee may, at any time, refinance or repay a debt subject to a Guarantee by (a) providing notice of such event at least thirty (30) days prior to such refinancing or repayment and (b) offering the Guarantors who have provided a Guarantee with respect to such loans, substitute indebtedness for which to provide a Guarantee. Notwithstanding any provision in this Agreement to the contrary, provided the Transferee meets its obligations under this Section 11.2.6, no tax payment alternative provided in Section 11.2.7 shall be available to the Transferor Parties if it is later determined (at any time) that a Guarantee provided hereunder was ineffective in allocating liabilities to a Guarantor for Federal income tax purposes and, as a result, the Guarantor recognizes taxable income.

11.2.7 Tax Payment Alternative. The Transferee shall have the right to not comply with any of the restrictions in Section 11.2.1 through 11.2.6 herein, provided that the Transferee shall as a condition thereto pay to each Transferor Party, each Investor Limited Partner that tenders its Partnership Interests in exchange for OP Units pursuant to the Offer, and each Holding LP, an amount equal to the aggregate Federal, state and local income taxes incurred by such person assuming that each person is subject to the highest applicable Federal and state income tax bracket as a result thereof. The Transferee shall pay the same amount to each Transferor Party, each Investor Limited Partner that tenders its Partnership Interests in exchange for OP Units pursuant to the Offer, and each Holding LP, in the event that the Property is foreclosed or deeded in lieu of foreclosure during the Lockout Period.

11.2.8 Third Party Beneficiaries. The parties hereto expressly intend that (a) each Investor Limited Partner that tenders its Partnership Interests in exchange for OP Units pursuant to the Offer shall be a third party beneficiary of the provisions of Section 11.2.1, Section 11.2.2, Section 11.2.3, Section 11.2.6 and Section 11.2.7 hereof, and (b) that each Holding LP shall be a third party beneficiary of the provisions of Section 11.2.2, Section 11.2.3 and Section 11.2.7 hereof, in each case subject to the terms and provisions of Section 11.2.4, Section 11.2.5 and Section 11.2.7.

11.2.9 Publicly Traded Partnership. The Transferee shall use its reasonable good faith efforts to avoid being classified as a "publicly traded partnership" that is taxable as a corporation under Section 7704 of the Code.

11.2.10 Tax Refunds and Returned Deposits. In the event that GP1 (on behalf of the Partners) delivers written notice to the Transferee at the Closing stating that, on or before such date, GP1 has commenced pursuing (in good faith) any tax refunds (or any refunds of any deposits that were not treated as Partnership Assets in calculating the Working Capital Adjustment Amount ("Excluded Deposits")) held by third parties relating to the Property and owed to the Partnership, (a) the Transferee shall cause the Partnership to use commercially reasonable efforts following the Closing to obtain such refunds and Excluded Deposits, (b) the General Partners (on behalf of the Partners of the Partnership as constituted prior to the Closing) may participate with the Partnership in obtaining such refunds and Excluded Deposits (provided that such participation does not adversely affect the Partnership's future tax position) and (c) to the extent that any such refunds or Excluded Deposits (i) are obtained by the Transferee and/or the Partnership and (ii) are allocable to the period prior to the Closing Date, the Transferee shall promptly remit (or cause the Partnership to remit) to GP1 (on behalf of all of the Partners of the Partnership, as constituted prior to the Closing) such amounts (after deducting any and all costs and expenses incurred by the Transferee (or its permitted designee(s)) and/or the Partnership in obtaining such amounts).

11.2.11 Name Changes. Following the Closing, the Transferee shall (or shall cause the Partnership to) use good faith efforts to change the name of the Partnership, if necessary, so that the words "Regency," "Windsor" and "Lambert" do not appear in the name of the Partnership.

11.2.12 Reporting. The Transferor Parties and the Transferee (a) intend that the transactions contemplated herein shall be subject to Section 721 of the Code (subject to the limitations and qualifications of Subchapter K of the Code) and (b) shall report the transactions contemplated herein in a manner consistent with such intent, except to the extent that a final determination within the meaning of Section 1313(a) of the Code requires otherwise.

12. RISK OF LOSS.

12.1 Condemnation. If, prior to the Closing, all or any "Material Portion" (as defined on the Master Schedule) of the Property is taken by condemnation or eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), the Transferor Parties shall immediately notify the Transferee of such fact. In such event, the Transferee shall have the option to terminate this Agreement upon

written notice to the Transferor Parties given not later than thirty (30) days after the Transferee's receipt of such notice from the Transferor Parties. Upon such termination, Escrow Agent shall return the Deposit to the Transferee, the parties shall equally share the cancellation charges, if any, of Escrow Agent, and neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof which expressly survives the termination of this Agreement. The Transferee shall have no right to terminate this Agreement as a result of any taking of any portion of the Property that is not a Material Portion. If the Transferee does not elect or has no right to terminate this Agreement, the Transferor Parties shall ensure and cause the Partnership to receive and keep for the benefit of the Transferee and all other Investor Limited Partners who retain their interests following the Closing Date, all awards for the taking by condemnation received by the Partnership (after deducting all reasonable costs of collection thereof) and the Transferee shall be deemed to have accepted the Partnership Interests subject to the taking without reduction in the Contribution Value.

12.2 Casualty. Prior to the Closing and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by earthquake, hurricane, tornado, flood, landslide, fire or other casualty shall be borne by the Partnership. If, prior to the Closing any "Material Damage" (as defined on the Master Schedule) occurs to any portion of the Property as a result of earthquake, hurricane, tornado, flood, landslide, fire or other casualty, the Transferor Parties shall immediately notify the Transferee of such fact. In such event, the Transferee shall have the option to terminate this Agreement upon written notice to the Transferor Parties given not later than thirty (30) days after the Transferee's receipt of such notice from the Transferor Parties. Upon such termination, Escrow Agent shall return the Deposit to the Transferee, the parties shall equally share the cancellation charges, if any, of Escrow Agent, and neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof which expressly survives the termination of this Agreement. The Transferee shall have no right to terminate this Agreement as a result of any damage or destruction of any portion of the Property that does not constitute Material Damage. If the Transferee does not elect or has no right to terminate this Agreement, and provided that the Transferor Parties have not already repaired or restored the damage or destruction to the Property to the Transferee's reasonable satisfaction: (a) the General Partner shall ensure and cause the Partnership to receive and keep for the benefit of the Transferee and all other Investor Limited Partners who retain their interests following the Closing Date, all insurance proceeds payable with respect to such damage or destruction (after deducting all reasonable costs of collection thereof); (b) the Transferee shall have the right to participate in any adjustment of any insurance claim; (c) the Transferee shall receive, as a credit against the Partnership Interest Contribution Value, an amount equal to the deductible amount with respect to the insurance; (d) the parties shall proceed to the Closing pursuant to the terms hereof without modification of the terms of this Agreement;

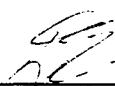
and (e) after the Closing, such damage or destruction shall be repaired or not at the Transferee's option and cost (subject to the terms of the Partnership Agreement, the Loan Documents and the terms of Section 11.2.2 hereof).

13. REMEDIES

13.1 Liquidated Damages. IN THE EVENT THAT THE ESCROW AND THIS TRANSACTION FAIL TO CLOSE AS A RESULT OF THE DEFAULT OF THE TRANSFEREE IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, THE TRANSFEREE AND THE TRANSFEROR PARTIES AGREE THAT THE TRANSFEROR PARTIES' ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX. THE PARTIES THEREFORE AGREE THAT IN THE EVENT THAT THE ESCROW AND THIS TRANSACTION FAIL TO CLOSE AS A RESULT OF THE DEFAULT OF THE TRANSFEREE IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, THE TRANSFEROR PARTIES, AS THE TRANSFEROR PARTIES' SOLE AND EXCLUSIVE REMEDY, ARE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF THE DEPOSIT. IN THE EVENT THAT THE ESCROW FAILS TO CLOSE AS A RESULT OF THE TRANSFEREE'S DEFAULT, THEN (A) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE TRANSFEREE AND THE TRANSFEROR PARTIES HEREUNDER AND THE ESCROW CREATED HEREBY SHALL TERMINATE (OTHER THAN ANY PROVISION HEREOF THAT EXPRESSLY SURVIVES TERMINATION), (B) ESCROW AGENT SHALL, AND IS HEREBY AUTHORIZED AND INSTRUCTED TO, RETURN PROMPTLY TO THE TRANSFEREE AND THE TRANSFEROR PARTIES ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED THE SAME, (C) ESCROW AGENT SHALL DELIVER THE DEPOSIT TO THE TRANSFEROR PARTIES, AND THE SAME SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES, (D) ALL TITLE AND ESCROW CANCELLATION CHARGES RELATING TO THIS AGREEMENT, IF ANY, SHALL BE CHARGED TO THE TRANSFEREE. NO BREACH OF THIS AGREEMENT BY THE TRANSFEREE SHALL CONSTITUTE A DEFAULT UNDER THIS SECTION 13.1 UNLESS WRITTEN NOTICE OF THE BREACH IS FIRST GIVEN TO THE TRANSFEREE AND IF SUCH BREACH IS NOT CURED WITHIN FIVE (5) BUSINESS DAYS OF THE TRANSFEREE'S RECEIPT OF THE WRITTEN NOTICE; PROVIDED, HOWEVER, SUCH CURE PERIOD SHALL NOT EXTEND BEYOND THE SECOND BUSINESS DAY AFTER THE CLOSING DATE.

THE TRANSFEROR PARTIES AND THE TRANSFEREE ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS

SECTION 13.1, AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.



The General Partners Initials

The Transferee's Initials

The Regency LPs Initials

The Manager's Initials

13.2 Default by the Transferor Parties. In the event that the Closing of the transactions contemplated in this Agreement does not occur by reason of any default by the Transferor Parties of their obligations under this Agreement or because the Special Conditions are not satisfied, then (a) the Transferee shall be entitled to terminate this Agreement by written notice to the Transferor Parties and Escrow Agent, in which case (i) Escrow Agent shall deliver the Deposit to the Transferee pursuant to the Transferee's instructions, and (ii) (subject to the terms of Section 11.1.5 hereof) the Transferee shall be entitled to recover from the Transferor Parties (without, in any way, limiting any rights that any Transferor Party may have for reimbursement under the terms of the Partnership Agreement of any amounts payable by the Transferor Parties in connection with such termination of this Agreement) all of the Transferee's costs incurred in connection with the negotiation of this Agreement and its inspections of the Property, including, without limitation, attorneys' fees, charges and disbursements, in a maximum amount not to exceed \$50,000, and (b) in the event that (i) any of the Transferor Parties close any of the transactions contemplated herein with any person or entity other than the Transferee (or an affiliate of the Transferee), or refinance all or any portion of the Property, on or before the third (3rd) anniversary of the date on which the Transferee terminates this Agreement pursuant to the terms of this Section 13.2, and (ii) the proceeds received by such Transferor Parties in connection with such closing or refinancing exceed the proceeds that such Transferor Parties would have received had the Closing occurred pursuant to the terms hereof, then on or before the first (1st) Business Day after such closing or refinancing, such Transferor Parties shall deliver cash in an amount equal to the amount of such excess proceeds to the Transferee, together with a detailed description of all proceeds received by such Transferor Parties in connection with such closing or refinancing. The parties hereby covenant and agree to (A) execute and deliver on the Due Diligence Termination

SECTION 13.1, AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

The General Partners Initials



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32
The General Partners Initials

The Transferee's Initials

32
The Regency LPs Initials

The Manager's Initials

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Date (provided that the Transferee has delivered a Waiver Notice under the terms of Section 4.1.4 hereof) a memorandum of this Contribution Agreement expressly referencing the terms of this Section 13.2 in the form of Exhibit "S" attached hereto (the "Memorandum"), (B) cause the Memorandum to be recorded in the official records of the county in which the Property is located (the "Official Records") promptly following the satisfaction of the Mutual Closing Condition and (C) execute, deliver and cause to be recorded in the Official Records upon the Closing or earlier termination of this Agreement in accordance with the terms hereof, a termination of the Memorandum.

14. INDEMNIFICATION; NO PERSONAL LIABILITY; RELEASE.

14.1 Indemnification. The Transferee will indemnify, defend and hold the Transferor Parties harmless from and against any and all Claims arising out of or in connection with the ownership of the Partnership Interests transferred by the Transferor Parties or the Management Assets or the ownership, operation or maintenance of the Property, or any portion thereof, arising after the Closing Date; provided, however, that the Transferee shall not indemnify the Transferor Parties for any Claims caused by the Transferor Parties' fraud, theft or willful misconduct. The provisions of this Section 14.1 shall survive the Closing.

14.2 No Personal Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY DOCUMENT EXECUTED PURSUANT HERETO OR IN CONNECTION HERewith, THE TRANSFEROR PARTIES AND THE TRANSFEEE HEREBY ACKNOWLEDGE AND AGREE THAT AFTER THE CLOSING, (A) IN THE EVENT OF ANY "BASIC BREACH" (AS HEREINAFTER DEFINED) BY ANY TRANSFEROR PARTY, (i) SUCH TRANSFEROR PARTY SHALL HAVE NO PERSONAL LIABILITY WHATSOEVER FOR SUCH BASIC BREACH AND (ii) THE TRANSFEEE SHALL HAVE AS ITS SOLE AND EXCLUSIVE REMEDIES FOR SUCH BASIC BREACH, THE RIGHTS AND REMEDIES SET FORTH IN SECTION 8.1.17 HEREOF (RELATING TO THE SPECIAL CONDITIONS) AND (B) EACH TRANSFEROR PARTY SHALL HAVE PERSONAL LIABILITY FOR ANY BREACH, DEFAULT OR VIOLATION BY SUCH TRANSFEROR PARTY OF ANY OF THE SPECIAL CONDITIONS, REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS OR OTHER TERMS HEREOF, OR OF ANY DOCUMENT EXECUTED PURSUANT HERETO OR IN CONNECTION HERewith, TO THE EXTENT THAT SUCH BREACH, DEFAULT OR VIOLATION RESULTS FROM ANY FRAUD, THEFT OR WILLFUL MALFEASANCE BY SUCH TRANSFEROR PARTY. AS USED HEREIN, THE TERM "BASIC BREACH" SHALL MEAN, WITH RESPECT TO ANY TRANSFEROR PARTY, ANY BREACH, DEFAULT OR VIOLATION BY SUCH TRANSFEROR PARTY OF ANY OF THE SPECIAL CONDITIONS, REPRESENTATIONS,

WARRANTIES, COVENANTS, AGREEMENTS OR OTHER TERMS HEREOF, OR OF ANY DOCUMENT EXECUTED PURSUANT HERETO OR IN CONNECTION HERewith (INCLUDING, WITHOUT LIMITATION, ANY BREACH OR FAILURE TO SATISFY ANY OF THE TERMS OF SECTIONS 8.1 OR 8.2 HEREOF), MADE BY SUCH TRANSFEROR PARTY, OTHER THAN ANY BREACH, DEFAULT OR VIOLATION THAT RESULTS FROM ANY FRAUD, THEFT OR WILLFUL MALFEASANCE BY SUCH TRANSFEROR PARTY. THIS SECTION 14.2 SHALL NOT LIMIT THE LIABILITY OF ANY TRANSFEROR PARTY UNDER THE TERMS OF ANY GUARANTEE DELIVERED BY SUCH TRANSFEROR PARTY UNDER THE TERMS OF SECTION 11.2.6 HEREOF.

14.3 Release. Upon the Closing, the Transferee shall cause the Partnership to execute and deliver a release in the form of Exhibit "W" attached hereto (the "Partnership Release") pursuant to which the Partnership shall release and forever discharge each of the General Partners, the Regency LPs and the Manager from any and all Claims, known or unknown, liquidated or unliquidated, suspected or unsuspected, which the Partnership (or its successors or assigns) then has, has ever had or may thereafter have against the General Partners, the Regency LPs or the Manager, arising prior to or after the Closing or on account of or arising out of any matter, cause or event occurring prior to or after the Closing; provided, however, that the foregoing release shall not (i) apply to the extent that any such Claim results from any fraud, theft or other willful malfeasance or willful misappropriation of Partnership assets by any of the General Partners, the Regency LPs or the Manager, respectively, or (ii) effect the ability of any Limited Partner of the Partnership (as constituted after the Closing), other than the Transferee and its affiliates, from pursuing any Claim it may have against the General Partners. Without in any way limiting the foregoing, the Transferee expressly acknowledges and agrees that it shall not exercise offset rights against distributions or redemption or sale proceeds relating to the OP Units delivered to the OP Unit Recipients or the Investor Limited Partners pursuant to the terms of this Agreement in satisfaction of any Claim.

15. BROKERS

The Transferee and the Transferor Parties each hereby represent, warrant to and agree with each other that it has not had, and shall not have, any dealings with any third party to whom the payment of any broker's fee, finder's fee, commission or other similar compensation ("Commission") shall or may become due or payable in connection with the transactions contemplated hereby other than with Triton Pacific Capital, LLC (the "Advisor"), which has provided investment banking and professional advisory services to the Partnership. The Partnership shall pay all Commissions due and payable to the Advisor in connection with the transaction contemplated hereby out of the Retained Cash Amount available in the Partnership at Closing. The Transferor Parties represent and warrant to the Transferee that the

Advisor is not entitled to any Commission with respect to the Transactions contemplated hereby unless such transactions are consummated. The Transferor Parties shall indemnify, protect, defend and hold the Transferee harmless from and against any and all claims, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, charges and disbursements) incurred by the Transferee by reason of any breach or inaccuracy of the representation, warranty and agreement of the Transferor Parties contained in this Section 15. The Transferee shall indemnify, protect, defend and hold the Transferor Parties harmless from and against any and all claims, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, charges and disbursements) incurred by the Transferor Parties by reason of any breach or inaccuracy of the representation, warranty and agreement of the Transferee contained in this Section 15 (including as a result of any claims by Ezra Katz, Aztec Group and/or HFIC, Inc.). The provisions of this Section 15 (a) shall survive the Closing or earlier termination of this Agreement (provided that the provisions of this Section 15 shall be subject to the limitations on liability set forth in Sections 8.1.17 and 14.3 hereof) and (b) are not intended, in any way, to limit any rights that any Transferor Party may have for reimbursement under the terms of the Partnership Agreement of any amounts payable by the Transferor Parties in connection herewith).

16. CONFIDENTIALITY

16.1 The Transferee. The Transferee agrees that until the Closing, except as otherwise provided herein (including, without limitation, any disclosures required in connection with the Consent Solicitation or the Offer) or as required by law and except for the exercise by the Transferee of any remedy hereunder, the Transferee shall (a) keep confidential the pendency of this transaction and the documents and information supplied by the Transferor Parties to the Transferee and not use such information for any purpose other than the conduct of its diligence with respect to the transactions contemplated by this Agreement, and (b) disclose such information only to the Transferee's agents, employees, contractors, consultants, advisors, investment bankers, investors, partners or attorneys, as well as lenders (if any) and title company personnel, with a need to know in connection with the Transferee's review and consideration of the Property, provided that the Transferee shall inform all persons receiving such information from the Transferee of the confidentiality requirement and (to the extent within the Transferee's control) cause such confidence to be maintained. Disclosure of information by the Transferee shall not be prohibited if that disclosure is of information that is or becomes a matter of public record or public knowledge as a result of the Closing of this transaction or from sources other than the Transferee or its agents, employees, contractors, consultants or attorneys. In the event that the Contribution does not close, the Transferee will return to GP1 all documents and materials delivered by the Transferor Parties to the Transferee in connection herewith, which obligation shall survive any termination of this Agreement.

16.2 The Transferor Parties. The Transferor Parties agree that until the Closing, except as otherwise provided herein (including, without limitation, any disclosures required in connection with the Consent Solicitation or the Offer) or as required by law, and except for the exercise by the Transferor Parties of any remedy hereunder, the General Partner and the Partnership shall (a) keep confidential the pendency of this transaction with the Transferee and the identity of the Transferee and the relationship between the Transferee and the entity to which the Transferee may assign any portion of this Agreement or which the Transferee designates as the party to whom the Partners shall convey any portion of the Partnership Interests at the Closing, and (b) disclose such information only to the Transferor Parties or their agents, employees, contractors, consultants, advisors, investment bankers, investors, partners or attorneys, as well as lenders (if any) and title company personnel, with a need to know in connection with effecting the transactions contemplated by this Agreement, provided that the Transferor Parties shall inform all such persons receiving such confidential information from the Transferor Parties of the confidentiality requirement and (to the extent within the control of the Transferor Parties) cause such confidence to be maintained. Disclosure of information by the Transferor Parties shall not be prohibited if that disclosure is of information that is or becomes a matter of public record or public knowledge as a result of the Closing of this transaction or from sources other than the Transferor Parties or any of its agents, employees, contractors, consultants or attorneys.

17. MISCELLANEOUS PROVISIONS.

17.1 Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State where the Property is located, without regard to its principles of conflicts of law.

17.2 Entire Agreement. This Agreement, including the exhibits and schedules attached hereto, constitutes the entire agreement between the Transferee and the Transferor Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements, express or implied, made to any party by any other party in connection with the subject matter hereof except as specifically set forth herein or in the documents delivered pursuant hereto or in connection herewith.

17.3 Modification; Waiver. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall

constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

17.4 Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, "Notices") shall be in writing and may be given personally, by registered or certified mail, by telecopy or by Federal Express (or other reputable overnight delivery service) as follows:

To the Transferee: AIMCO Properties, L.P.
1873 South Bellaire Street, 17th Floor
Denver, Colorado 80222-4348
Attention: Mr. Terry Considine and Mr. Harry Alcock
Telephone: (303) 759-8600
Telecopy: (303) 759-3226

and to: AIMCO Properties, L.P.
18350 Mt. Langley Avenue, Suite 220
Fountain Valley, California 92708
Attention: Mr. Peter K. Kompaniez
Telephone: (714) 593-1723
Telecopy: (714) 593-1603

With A Copy To: Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue, Suite 3400
Los Angeles, California 90071
Attention: Allan G. Mutchnik, Esq.
Telephone: (213) 687-5391
Telecopy: (213) 687-5600

To the Transferor Parties: the "Transferor Parties' Address"
(as defined on the Master Schedule)

With A Copy To: Morrison & Foerster LLP
555 West Fifth Street
Los Angeles, California 90013
Attention: Thomas R. Fileti, Esq.
Telephone: (213) 892-5200
Telecopy: (213) 892-5454

To Escrow
Agent:

Stewart Title Guaranty Company
1980 Post Oak Boulevard, Suite 610
Houston, TX 77056
Attention: Ms. Wendy Howell
Telephone: (800) 729-1906
Telecopy: (713) 552-1703

or to such other address or such other person as the addressee party shall have last designated by Notice to the other parties. All Notices shall be deemed to have been given when received or when delivery is refused. All Notices given by telecopy shall be followed by the delivery of a hard copy of such Notice, provided that such Notice shall be deemed to have been given when received by telecopy.

17.5 Expenses. Subject to the provision for payment of Closing Costs in accordance with the terms of Section 7.6 hereof and any other provision of this Agreement, whether or not the transactions contemplated by this Agreement shall be consummated, all fees and expenses incurred by any party hereto in connection with this Agreement shall be borne by such party. Notwithstanding anything to the contrary contained herein: (a) all costs designated herein as costs to be paid by the Partnership, shall only be paid by the Partnership to the extent that such costs are properly allocable to the Partnership as determined by the General Partners; and (b) to the extent that the General Partners determine that any such costs are not properly allocable to the Partnership, such costs shall be paid by the applicable Transferor Party or tendering Investor Limited Partner.

17.6 Assignment.

17.6.1 The Transferor Parties' Right to Assign. The Transferor Parties shall not have the right, power or authority to assign all or any portion of this Agreement or its rights hereunder or to delegate any duties or obligations arising under this Agreement, voluntarily, involuntarily or by operation of law, without the Transferee's prior written consent.

17.6.2 The Transferee's Right to Assign. The Transferee shall have the right, power and authority to assign all or any portion of this Agreement or its rights hereunder or to delegate any duties or obligations arising under this Agreement, voluntarily, involuntarily or by operation of law, without the Transferor Parties' consent, to any affiliate of the Transferee (including, without limitation, AIMCO Holdings, L.P., a Delaware limited partnership) and shall also have the right, power and authority to designate one or more affiliates to take title to any or all of the General Partnership Interests, the Management Assets, the Regency Limited Partner Interests and the Investor Limited Partner Interests; provided, however, that no such assignment, delegation or designation shall relieve the Transferee of its obligations or

liabilities under this Agreement or any of the documents to be delivered in connection herewith; and further provided, however, that either (a) any such assignee or designee is a person whose separate existence from the Transferee would be disregarded for Federal income tax purposes or (b) for Federal income tax purposes, there is first a contribution to the Transferee and then a subsequent contribution by the Transferee to such assignee or designee. If any such assignment or designation would, in the reasonable determination of the General Partners, be required to be disclosed in the Consent Solicitation, then the Transferee shall effect such assignment or designation (and deliver written notice to GP1 naming such assignor(s) and/or designee(s)) at least two (2) Business Days prior to the Mailing Date.

17.7 Severability. Any provision or part of this Agreement which is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

17.8 Successors and Assigns; Third Parties. Subject to and without waiver of the provisions of Section 17.6 hereof, all of the rights, duties, benefits, liabilities and obligations of the parties shall inure to the benefit of, and be binding upon, their respective successors and assigns. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, their successors or permitted assigns and any express third party beneficiaries identified herein, any rights or remedies under or by reason of this Agreement.

17.9 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

17.10 Headings. The Section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof.

17.11 Time of Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

17.12 Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by the Transferor Parties and the Transferee, the Transferor Parties and the Transferee agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at or after the Closing any and

all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the transactions contemplated hereby.

17.13 Number and Gender. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders.

17.14 Construction. This Agreement shall not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

17.15 Post-Closing Access to Records. At any time and from time to time within a period of three (3) years after the Closing, each of the Transferee and GP1 shall, upon receipt of reasonable written request therefor, at their respective principal places of business, during normal business hours, make available to the other for inspection and copying (at the requesting party's sole cost and expense) all of the Partnership's records relating to the Property and the Partnership in the possession or control of such party.

17.16 Post-Closing Consultation. The Transferee shall appoint Roy Lambert to serve on and attend meetings of the Transferee's advisory board with respect to the Partnership.

17.17 Exhibits. All exhibits attached hereto are hereby incorporated by reference as though set out in full herein.

17.18 Attorneys' Fees. In the event that any party hereto brings an action or proceeding against any other party to enforce or interpret any of the covenants, conditions, agreements or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses of such action or proceeding, including, without limitation, attorneys' fees, charges, disbursements and the fees and costs of expert witnesses.

17.19 Business Days. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday, the date for performance thereof shall be extended to the next Business Day.

17.20 Preservation of the Partnership. In the event the Transferee determines that, but for any action by the Transferee under this Section 17.20, the Transferee would be the sole owner of all Partnership Interests in the Partnership following the Closing Date, the Transferee shall cause an affiliate to acquire a Partnership Interest from a

Transferor Party so that, prior to, as of and following the Closing Date, the Partnership shall have at least two partners.

17.21 Master Schedule. The parties have attached the Master Schedule to this Agreement, and such Master Schedule forms a part of this Agreement and is hereby incorporated into this Agreement by this reference. In addition to containing certain information referred to in this Agreement, the Master Schedule may contain certain covenants, agreements, conditions and provisions which are intended to form part of this Agreement and which may supersede in certain respects certain terms and provisions set forth in this Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions set forth in the Master Schedule, the terms and provisions set forth in the Master Schedule shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

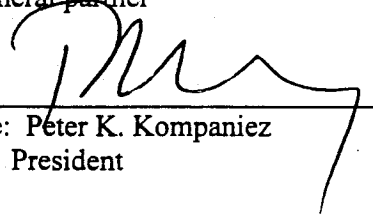
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(Regency Michigan Meadows Limited Partnership)

TRANSFeree:

AIMCO PROPERTIES, L.P.
a Delaware limited partnership

By: AIMCO-GP, INC.,
a Delaware corporation,
its general partner

By: 
Name: Peter K. Kompaniez
Title: President

GENERAL PARTNERS:

Roy H. Lambert

David C. Eades

REGENCY LPs:

Roy H. Lambert

(Regency Michigan Meadows Limited Partnership)

TRANSFeree:

AIMCO PROPERTIES, L.P.
a Delaware limited partnership

By: AIMCO-GP, INC.,
a Delaware corporation,
its general partner

By: _____
Name: Peter K. Kompaniez
Title: President

GENERAL PARTNERS:

Roy H. Lambert
Roy H. Lambert

David C. Eades

REGENCY LPs:

Roy H. Lambert
Roy H. Lambert

(Regency Michigan Meadows Limited Partnership)

TRANSFeree:

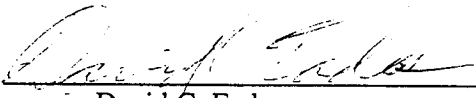
AIMCO PROPERTIES, L.P.
a Delaware limited partnership

By: AIMCO-GP, INC.,
a Delaware corporation,
its general partner

By: _____
Name: Peter K. Kompaniez
Title: President

GENERAL PARTNERS:

Roy H. Lambert



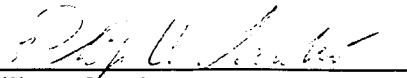
David C. Eades

REGENCY LPs:

Roy H. Lambert


MANAGER:

REGENCY WINDSOR MANAGEMENT,
INC., an Illinois corporation

By: 
Name: Philip A. Lambert
Title: President

ROY LAMBERT:

The undersigned hereby acknowledges that the Transferee shall appoint the undersigned to serve on and attend meetings of the Transferee's advisory board with respect to the Partnership, and the undersigned hereby agrees to accept such appointment and serve in such capacity for at least six months following the Closing Date (without incurring any personal liability).



Roy Lambert

ESCROW AGENT:

The undersigned Escrow Agent hereby accepts the foregoing Acquisition and Contribution Agreement and Joint Escrow Instructions and agrees to act as Escrow Agent under this Agreement in strict accordance with its terms.

STEWART TITLE GUARANTY COMPANY

By: 

Name: Louis Canara

Title: National Commercial Closing Specialist

LIST OF SCHEDULES (ALL)

<u>MASTER SCHEDULE</u>	LIST OF PARTNERSHIP-SPECIFIC DEFINITIONS
<u>SCHEDULE 1</u>	LIST OF REGENCY LPS
<u>SCHEDULE 4.1.1</u>	LIST OF DELIVERED PROPERTY DOCUMENTS
<u>SCHEDULE 4.5</u>	LIST OF PARTNERSHIP EMPLOYEES
<u>SCHEDULE 8.1.1</u>	LIST OF RELATED PARTIES
<u>SCHEDULE 8.1.2</u>	LIST OF TAX MATTERS
<u>SCHEDULE 8.1.3.6</u>	LIST OF VIOLATIONS
<u>SCHEDULE 8.1.5</u>	LIST OF HIDDEN DEFECTS
<u>SCHEDULE 8.1.7.2</u>	LIST OF ENVIRONMENTAL MATTERS
<u>SCHEDULE 8.1.9</u>	LIST OF LABOR MATTERS
<u>SCHEDULE 8.1.10</u>	LIST OF LITIGATION MATTERS
<u>SCHEDULE 8.1.12</u>	LIST OF LOAN DOCUMENTS AND GP LOAN DOCUMENTS
<u>SCHEDULE 8.1.15</u>	LIST OF ADDITIONAL OWNED PROPERTY OR PREVIOUSLY OWNED PROPERTY
<u>SCHEDULE 8.1.16</u>	LIST OF ERISA DISCLOSURE MATTERS
<u>SCHEDULE 8.1.18</u>	LIST OF POTENTIAL ACCREDITED INVESTORS (To be attached after the Execution Date)
<u>SCHEDULE 8.2.1</u>	LIST OF OWNERSHIP PLEDGES
<u>SCHEDULE 8.2.4</u>	LIST OF TRANSFEROR PARTIES' CONSENTS

THE MASTER PARTNERSHIP SCHEDULE
for Regency Michigan Meadows Limited Partnership

As used in this Agreement, the following terms shall have the following meanings:

"2% Promote" shall mean the distributions payable to the General Partners, if any, under the 2% Promote Provisions. (See Section 2.2.1 of this Agreement.)

"2% Promote Provisions" shall mean the provisions of Section 1.09 of the Partnership Agreement which provide for the payment to the General Partners of a fee equal to two percent (2%) of the gross income of the Partnership. (See Section 2.2.1 of this Agreement and the definition of "2% Promote".)

"Advanced Funds" shall mean funds (in the maximum amount of \$100,000) to be advanced by the Transferee to the Partnership for the payment of the Partnership's share of Closing Costs (and other costs incurred in connection with the Closing) and liabilities owed to Non-Transferred Employees (provided that funds advanced for liabilities owed to Non-Transferred Employees shall not exceed \$50,000), which funds shall be treated as general partner advances made under the terms of the Partnership Agreement. (See Section 7.3.1 of this Agreement.) Notwithstanding the foregoing, the maximum amount of Advanced Funds for purposes of this Agreement may, by written notice given by GP1 to the Transferee prior to the Mailing Date, be adjusted, provided that the aggregate sum of the Advanced Funds under this Agreement plus the "Advanced Funds" under (and as such term is defined in) all other Acquisition and Contribution Agreements with Joint Escrow Instructions entered into substantially concurrently herewith among, on the one hand, the Transferee and, on the other hand, Roy H. Lambert, Regency Windsor Capital, Inc. or one or more persons controlled by Roy H. Lambert, following any such adjustment pursuant to this Agreement and such other agreements, shall not exceed the sum of \$1,500,000.

"Binder" shall mean a current commitment for title insurance for an American Land Title Association extended coverage owner's policy of title insurance for the Real Property. (See Section 4.2.1 of this Agreement.)

"Business State" shall mean Indiana. (See Section 8.1.8 of this Agreement.)

"Complex" shall mean, collectively, the 253 unit multi-family residential apartment complex commonly known as "Michigan Meadows Apartments" and a 15,356 square foot shopping center commonly known as "Michigan Plaza." (See Recital C of this Agreement.)

"Complex Buildings" shall mean, collectively, all buildings commonly known as "Michigan Meadows Apartments" located at 3800 West Michigan Street, and the buildings commonly known as "Michigan Plaza" located at 3801-3823 West Michigan Street, in each case in the City of Indianapolis, County of Marion, State of Indiana. (See Section 5.1 of this Agreement.)

"Complex Name" shall mean, collectively, the names "Michigan Meadows Apartments" and "Michigan Plaza." (See Section 5.4 of this Agreement.)

"Deposited Amount" shall mean \$102,050. (See Section 2.1 of this Agreement.)

"Escrow Custom" shall mean the payment of escrow fees and costs by the Transferee. (See Section 7.6.2 of this Agreement.)

"Formation State" shall mean Indiana. (See Section 8.1.8 of this Agreement.)

"GP1" shall mean Roy H. Lambert. (See the introductory paragraph of this Agreement.)

"GP1 Percentage" shall mean a fifty percent interest in (i) the General Partners' percentage interest in the cash flow of the Partnership payable to the General Partners pursuant to the provisions of Section 1.09 of the Partnership Agreement plus (ii) the General Partners' percentage interest in the proceeds of any sale, liquidation, or refinancing of the Partnership which results in cash for distribution, payable to the General Partners pursuant to the provisions of Section 1.09 of the Partnership Agreement, all as more particularly set forth in the provisions of Section 1.09 of the Partnership Agreement (the terms of which are incorporated herein by this reference as if fully set forth herein). "GP1 Percentage" shall not include the Special GP Rights. (See Recital A of this Agreement.)

"GP2" shall mean David C. Eades. (See the introductory paragraph of this Agreement.) GP2 is not an affiliate of GP1.

"GP2 Percentage" shall mean a fifty percent interest in (i) the General Partners' percentage interest in the cash flow of the Partnership payable to the General Partners pursuant to the provisions of Section 1.09 of the Partnership Agreement plus (ii) the General Partners' percentage interest in the proceeds of any sale, liquidation, or refinancing of the Partnership which results in cash for distribution, payable to the General Partners pursuant to the provisions of Section 1.09 of the Partnership Agreement, all as more particularly set forth in the provisions of Section 1.09 of the Partnership Agreement (the terms of which are incorporated herein by this reference as if fully set forth herein). "GP2 Percentage" shall not include the Special GP

Rights or any interest of GP2 in the Wrap Obligation. (See Recital A of this Agreement.)

"GP Loan Balance" shall mean the sum of (i) the Working Capital GP Loan Balance plus (ii) the outstanding balance of the Wrap Obligation minus 50% of the outstanding balance of the Underlying Note. It is understood and agreed that for all purposes hereof the component of the GP Loan Balance which is described in clause (ii) above (and the consideration payable by the Transferee or its designee for the component of the GP Loan Balance which is described in clause (ii) above) equals that portion of the outstanding principal balance of the Wrap Obligation which exceeds 50% of the outstanding balance of the Underlying Note. Notwithstanding anything in this Agreement to the contrary, in connection with the contribution by GP2 of his interest in the Wrap Obligation, the Transferee or its designee shall assume all of the liability of GP2 under the Underlying Note (with the consent of and a release of GP2 as the obligor thereunder by the holder thereof, as if the obligations under such Underlying Note were a Loan for purposes of Sections 4.4, 6.1.6, 6.3.3 and 7.6.6 of this Agreement). (See Section 2 of this Agreement.)

"GP Value" shall mean \$494,270 as of the Execution Date; provided, however, the amount of the GP Value may be adjusted by notice given by GP1 to the Transferee prior to the Mailing Date to reflect adjustments as determined by the General Partners attributable to changes since December 31, 1998 in the accrued preferred return to which the Partners are, as estimated by the General Partners, anticipated to be entitled through the Closing Date and to reflect the effect on the amounts which would be payable to the Partners in the event of a sale or liquidation of the Partnership that would be attributable to any outstanding sums due to the General Partners as of the Closing Date (as estimated as of the Mailing Date) resulting from advances, whether secured or unsecured, made by any of the General Partners to the Partnership or resulting from the effect of any Advanced Funds, so long as, as a result of such adjustment and any concurrent adjustment to the Offer Price and the Regency LP Value made in accordance with the definitions thereof, the sum of the GP Value, plus the Regency LP Value, plus the aggregate Offer Price (prior to any adjustments thereof on account of the Aggregate Adjustment Amount as provided for in this Agreement) that would be payable by the Transferee to all Investor Limited Partners (calculated on the assumption that all Investor Limited Partners accepted the Offer), after any such adjustment, would not be changed from the sum of the GP Value, the Regency LP Value and the aggregate such Offer Price (calculated on the same assumption) as of the Execution Date, as set forth in this Master Partnership Schedule. In the event such adjustment is made, then for all purposes hereof, "GP Value" shall mean the GP Value as so adjusted. (See Section 2 of this Agreement.)

"Holdback Portion" shall mean \$19,563 for the interest of all Investor Limited Partners. (See Section 4.3.3.1 of this Agreement.)

"Holdback Sum" shall mean \$102,050. (See Section 2.2.1 of this Agreement.)

"Land Parcel" shall mean those certain parcels of real property located at 3800 and 3801-3823 West Michigan Street, in the City of Indianapolis, County of Marion, State of Indiana, as more particularly described on Exhibit "T" attached hereto. (See Recital C of this Agreement.)

"Loan Reduction Amount" shall mean \$1,156,445¹ minus the scheduled outstanding principal balance of the Loan as of the Closing Date. (See Section 2.2.1 of this Agreement.)

"Manager" shall mean Regency Windsor Management, Inc., an Illinois corporation. (See the introductory paragraph of this Agreement.)

"Management Agreement" shall mean the management rights as set forth in Sections 4.01 and 11.02 of the Partnership Agreement. (See Recital E of this Agreement.)

"Management Value" shall mean \$73,340. (See Section 2 of this Agreement.)

"Material Damage" shall mean damage or destruction, the cost of repair of which exceeds \$847,801. (See Section 12.2 of this Agreement.)

"Material Portion" shall mean any portion having a value in excess of \$847,801. (See Section 12.1 of this Agreement.)

"Maximum GP Loan Amount" shall mean the sum of the GP Loan Balance plus the Threshold Amount. (See Section 2 of this Agreement.)

"Note" shall mean the documentation evidencing the Wrap Obligation. Without in any way detracting from any of the obligations of the Transferee or its designee set forth in this Agreement to acquire the GP Loan from the General Partners or their affiliates, it is understood and agreed that for all purposes hereof the balance of the Loan equals the unpaid balance of the Wrap Obligation, inclusive of

¹ The principal balance of the Loan as of 9/16/98. All references in this Agreement to the Loan shall mean the indebtedness evidenced by the Wrap Obligation.

the portion thereof which represents 50% of the outstanding balance of the Underlying Note. (See Section 2.2.1 of this Agreement.)

"Offer Price" shall mean, as of the Execution Date, \$408,920 for the interest of all Investor Limited Partners (adjusted to reflect a 1% pro rata share), adjusted upward or downward, as applicable, by an amount (per each 1% pro rata share) equal to the amount by which the Special Pre-Closing Distribution Amount payable to an Investor Limited Partner holding a 1% pro rata share, would be increased or reduced, as applicable, by the sum (whether positive or negative) of the Aggregate Adjustment Amount for such an Investor Limited Partner; provided, however, the amount of the Offer Price may be adjusted by notice given by GP1 to the Transferee prior to the Mailing Date to reflect adjustments as determined by the General Partners attributable to changes since December 31, 1998 in the accrued preferred return to which the Partners are, as estimated by the General Partners, anticipated to be entitled through the Closing Date and to reflect the effect on the amounts which would be payable to the Partners in the event of a sale or liquidation of the Partnership that would be attributable to any outstanding sums due to the General Partners as of the Closing Date (as estimated as of the Mailing Date) resulting from advances, whether secured or unsecured, made by any of the General Partners to the Partnership or resulting from the effect of any Advanced Funds, so long as, as a result of such adjustment and any concurrent adjustment to the GP Value and the Regency LP Value made in accordance with the definitions thereof, the sum of the GP Value, plus the Regency LP Value, plus the aggregate Offer Price (prior to any adjustments thereof on account of the Aggregate Adjustment Amount as provided for in this Agreement) that would be payable by the Transferee to all Investor Limited Partners (calculated on the assumption that all Investor Limited Partners accepted the Offer), after any such adjustment, would not be changed from the sum of the GP Value, the Regency LP Value and the aggregate such Offer Price (calculated on the same assumption) as of the Execution Date, as set forth in this Master Partnership Schedule. In the event such adjustment is made, then for all purposes hereof, "Offer Price" shall mean the Offer Price as so adjusted. (See Section 4.3.1 of this Agreement.)

"Partnership" shall mean Regency Michigan Meadows Limited Partnership, an Indiana limited partnership. (See Recital A of this Agreement.)

"Partnership Agreement" shall mean that certain Agreement of Limited Partnership of the Partnership, dated June 1, 1979. (See Section 1.1(a) of this Agreement.)

"Recording Custom" shall mean payment of recording fees for conveyance documents shall be paid by the Transferee. (See Section 7.6.5 of this Agreement.)

"Regency LP Value" shall mean, as of the Execution Date, \$1,565,365; provided, however, the amount of the Regency LP Value may be adjusted by notice given by GP1 to the Transferee prior to the Mailing Date to reflect adjustments as determined by the General Partners attributable to changes since December 31, 1998 in the accrued preferred return to which the Partners are, as estimated by the General Partners, anticipated to be entitled through the Closing Date and to reflect the effect on the amounts which would be payable to the Partners in the event of a sale or liquidation of the Partnership that would be attributable to any outstanding sums due to the General Partners as of the Closing Date (as estimated as of the Mailing Date) resulting from advances, whether secured or unsecured, made by any of the General Partners to the Partnership or resulting from the effect of any Advanced Funds, so long as, as a result of such adjustment and any concurrent adjustment to the Offer Price and the GP Value made in accordance with the definitions thereof, the sum of the GP Value, plus the Regency LP Value, plus the aggregate Offer Price (prior to any adjustments thereof on account of the Aggregate Adjustment Amount as provided for in this Agreement) that would be payable by the Transferee to all Investor Limited Partners (calculated on the assumption that all Investor Limited Partners accepted the Offer), after any such adjustment, would not be changed from the sum of the GP Value, the Regency LP Value and the aggregate such Offer Price (calculated on the same assumption) as of the Execution Date, as set forth in this Master Partnership Schedule. In the event such adjustment is made, then for all purposes hereof, "Regency LP Value" shall mean the Regency LP Value as so adjusted. Notwithstanding the foregoing, and notwithstanding anything in this Agreement to the contrary, in connection with the contribution by Roy H. Lambert of his interest as a Regency LP, the Transferee or its designee shall assume all of the liability of Roy H. Lambert under the Underlying Note (with the consent of and a release of Roy H. Lambert as the obligor thereunder by the holder thereof, as if the obligations under such Underlying Note were a Loan for purposes of Sections 4.4, 6.1.6, 6.3.3 and 7.6.6 of this Agreement), and there shall be deducted from the Regency LP Value payable to Roy H. Lambert an amount equal to 50% of the outstanding principal balance of the Underlying Note (plus 50% of the accrued but unpaid interest thereon, to the extent that such accrued but unpaid interest has not been taken into account in the calculation of the Working Capital Adjustment for Roy H. Lambert). (See Section 2 of this Agreement.)

"Regency LP Percentage" shall mean a 49% percentage interest in the cash flow and proceeds from sale, liquidation or refinancing of the Partnership pursuant to the provisions of Section 1.09 of the Partnership Agreement (the terms of which are incorporated herein by this reference as if fully set forth herein.) (See Recital B of this Agreement.)

"Requisite Consent" shall mean the execution and delivery to the General Partners and the Transferee of a Consent (which remains unrevoked) by all Partners. (See Section 4.3.3.1 of this Agreement.)

"Special GP Rights" shall mean the General Partners' entitlement to the 2% Promote and to any fees or compensation payable to the General Partners in accordance with of the Partnership Agreement upon any sale of the Property. (See Recital A of this Agreement.) GP1 and GP2 each hold a 50% interest in the Special GP Rights.

"Special GP Rights Value" shall mean that portion of the GP Value consisting of the value attributed by the General Partners and the Transferee to the Special GP Rights. Such portion equals \$335,534 and shall not change as a result of any adjustment in the GP Value contemplated in the definition thereof. (See Section 2.2.1 of this Agreement.)

"Special Pre-Closing Distribution Provisions" shall mean the provisions of Section 1.09 of the Partnership Agreement relating to priority allocation and distribution of cash flow (other than as a result of a sale, liquidation or refinancing). (See Section 2.2.1 of this Agreement.)

"Special Taxes" shall mean, if the Property is located in the State of North Carolina or Michigan, real property taxes for the year 1999; it being understood that in the case of Properties located in Indiana, the Partnership (as constituted following the Closing) shall be responsible for all real property tax installments that have a final payment date after calendar year 1998 (regardless of the accrual period for such taxes) and that the partners in the Partnership immediately prior to the Closing shall be charged with all real property tax installments that have a final payment date in or prior to calendar year 1998 (and, accordingly, the amount of any payment by the Partnership prior to the Closing of taxes having a payment date in 1999 shall be considered a "Partnership Asset" for purposes of this Agreement (regardless of the accrual period for such taxes)). (See Section 7.5.1.3 of this Agreement.)

"Threshold Amount" equals \$38,823. (See Section 11.1.11.2 of this Agreement.) Notwithstanding the foregoing, the maximum amount of the Threshold Amount for purposes of this agreement may, by written notice given by GP1 to the Transferee prior to the Mailing Date, be adjusted, provided that the aggregate sum of the Threshold Amount under this Agreement plus the "Threshold Amount" under (and as such term is defined in) all other Acquisition and Contribution Agreements with Joint Escrow Instructions entered into substantially concurrently herewith among, on the one hand, the Transferee and, on the other hand, Roy H. Lambert, Regency Windsor Capital, Inc. or one or more persons controlled by Roy H. Lambert,

following any such adjustment pursuant to this Agreement and such other agreements, shall not exceed the sum of \$660,000.

"Title Custom" shall mean payment of the costs of the Owners Title Policy by the Partnership; provided, however, that (i) to the extent that the liability coverage for the Owner's Title Policy exceeds the sum of the GP Value, the Regency LP Value and the Offer Price (assuming that all Investor Limited Partners accepted the Offer), then the cost of any such excess shall be paid by the Transferee and (ii) any endorsements requested by Transferee to the Owner's Title Policy shall be paid per local custom in a sale transaction. (See Section 7.6.4 of this Agreement.)

"Transferor Parties' Address" shall mean:

Mr. David C. Eades
c/o Regency Management Service, L.L.C.
1701 Broadmoor Drive, Suite 200
Champaign, Illinois 61821
Telephone: (217) 359-7031
Telecopy: (217) 398-5170

Mr. Roy H. Lambert
c/o Regency Windsor Companies
1025 Flame Vine Lane, Suite 1-7
Vero Beach, Florida 32963
Attention: Roy H. Lambert
Telephone: (561) 231-4446
Telecopy: (561) 234-9443

Mr. John A. Purdie
The Regency Windsor Companies
8500 North Keystone Avenue, Suite 530
Indianapolis, IN 46240
Telephone: (317) 257-4944
Telecopy: (317) 257-2228

(See Section 17.4 of this Agreement.)

"Underlying Note" shall mean that certain Promissory Note, in the face amount of \$1,936,562.38 and dated as of July 24, 1992, by Roy H. Lambert and David C. Eades payable to John Alden Life Insurance Company. The outstanding balance of the Underlying Note as of September 16, 1998 was \$1,693,846.

"Undisclosed Amount" shall mean \$63,246. (See Section 8.1.14 of this Agreement.)

"Unpaid Subscription Obligations" shall have no meaning for purposes of this Agreement. (See Section 11.1.11.3 of this Agreement.)

"Working Capital GP Loan Balance" means \$20,000 as of September 16, 1998 and \$30,000 as of the Execution Date.

"Wrap Obligation" shall mean the obligation of the Partnership under that certain Agreement for the Sale of Real Estate, dated June 1, 1979 (the "Wrap Purchase Agreement") between David C. Eades, as seller, and the Partnership's predecessor-in-interest, V. Dale Cozad, on behalf of the persons shown on Exhibit A thereto, as buyer (the rights of the buyer thereunder having been assigned to the Partnership in accordance with the Partnership Agreement) in the initial principal amount of \$1,715,000, and under Section 1.09 of the Partnership Agreement, which Wrap Obligation includes within the principal balance thereof 50% of the outstanding balance of the Underlying Note. The "Loan Documents" for purposes of this Agreement shall include, without limiting the disclosures in Schedule 8.1.12 of the Contribution Agreement, in the Wrap Agreement and all documents delivered in connection therewith and all assignments thereof. The outstanding balance of the Wrap Obligation as of September 16, 1998 was \$1,156,445.

* * * * *

Notwithstanding anything to the contrary in this Agreement, in connection with the contribution by GP1 and GP2 of their Partnership Interests (and the GP Loan) to Transferee or its permitted designee in accordance with the terms and conditions set forth in this Agreement, GP1 and GP2 shall also contribute to Transferee or its designee (or, if requested by Transferee and agreeable to GP1 and GP2, to the Partnership) any and all right, title and interest GP1 and GP2 may hold in and to the Property.

SCHEDULE 1

Regency Michigan Meadows Limited Partnership

LP	Roy H. Lambert and Affiliates		David C. Eades	
	# Units	Ownership %	# Units	Ownership %
1. Roy H. Lambert	N/A	49.00%	—	—

3/4/99
MM LPS

SCHEDULE 4.1.1

LIST OF DELIVERED PROPERTY DOCUMENTS

1. All Loan Documents affecting the Property
 - a. Deed(s) of Trust
 - b. Promissory Note(s)
 - c. Assignment(s)
 - d. Any other loan documents
2. All documents relating to the GP Loans
 - a. Deed(s) of Trust
 - b. Promissory Note(s)
 - c. Assignment(s)
 - d. Any other loan documents
3. All Certificates of Occupancy for the Property
4. All Zoning Letter(s) Evidencing Compliance with Zoning Requirements
5. Evidence of Compliance with Fire, Health and Safety Codes
6. All Licenses and Permits Required to Operate the Property
 - a. Apartment/Rental License(s)
 - b. Business License(s)
7. Management Agreement for the Property Manager at the Property (and any modifications)
8. All Service Contracts
 - a. Cable
 - b. Laundry
 - c. Any other contracts evidencing a service provided to the Property
9. All Utilities Contracts, if any (and all Utility Bills for the latest month)
 - a. Water
 - b. Electricity
 - c. Gas
 - d. Sewer
 - e. Trash

10. All HUD Assistance or Other Low Income Contracts, if any
11. Certificates of Good Standing for the Partnership and each Transferor Party
12. All Organizational Documents for the Partnership (and any modifications)
13. Current Rent Roll
14. Form of Residential Lease Used at the Property
15. All Engineering Reports (for the last three years)
 - a. Structural reports (for the last three years)
 - b. Mechanical reports (for the last three years)
16. All Income and Expense Records for the last three years
17. All Hazardous Material Reports (i.e., (i) all Phase I Reports and (ii) all written assessments, reports, data, results of investigations or audits, or other information relating to environmental matters at or the environmental condition of the Property following the date of such Phase I Reports)
18. All Appraisals (for the last three years)

<u>LAST NAME</u>	<u>FIRST NAME</u>
Doney	Jack
Goodin	Jeri
Ladd	John
Sullivan	Joseph
Vanover	Brenda
Wilson	Angela

SCHEDULE 8.1.1

RELATED PARTIES

Regency Michigan Meadows Limited Partnership

LP	Roy H. Lambert and Affiliates	David C. Eades and Affiliates
	# Units	# Units
NONE		

3/16/99
MM Related Parties

Schedule 8.1.2**Regency Michigan Meadows Limited Partnership****TAX MATTERS**

1. NONE
2. Refund pending for real estate taxes paid 1996 payable 1997:

For Parcel #9010112

Original 1996 Assessed Value	\$918,370
Revised Assessed Value	<u>916,800</u>
Reduction in Assessed Value	<u>\$1,570</u>

Calculation: $1,570 \times .01 \times 7.4046 = \116 plus interest

3/4/99
MM Tax Matters

SCHEDULE 8.1.3.6

VIOLATIONS

REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP

None.

Schedule 8.1.5

Regency Michigan Meadows Limited Partnership

LIST OF HIDDEN DEFECTS

1. Roof scheduled for replacement on Building 18 in 1999.
2. Four (4) boilers scheduled for replacement in 1999 in Buildings 12, 18, 11 and 20.
3. Porch overhangs on Buildings 3, 6, 13, 17 and 20 are scheduled for replacement in 1999.

NRL:3/18/99
MM DEFECTS

SCHEDULE 8.1.7.2

ENVIRONMENTAL MATTERS

REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP

None.

SCHEDULE 8.1.9**LIST OF LABOR MATTERS****REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP****Section 8.1.9.1:**

None.

Section 8.1.9.5 - Listing of Written Personnel Policies, Rules and Procedures:

Personnel Manual

Procedures Manual

Pre-Termination Procedure

Progressive Discipline Procedure

Performance Appraisal Procedure

Professional Conduct Policy and Prohibition Against Harassment

Section 8.1.9.6:

None.

Section 8.1.9.9:

None.

Section 8.1.9.10:

None.

Section 8.1.9.11:

None.

Section 8.1.9.12:

None.

SCHEDULE 8.1.10

LITIGATION

REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP

None.

SCHEDULE 8.1.12

LIST OF LOAN DOCUMENTS

REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP \$1,936,562.38 Loan From John Alden Life Insurance Company

1. Modification Agreement Letter
2. Amendment to Modification Agreement Letter
3. Second Amendment to Modification Agreement Letter
4. Amended and Restated Mortgage Note
5. Amended and Restated Real Estate Mortgage and Security Agreement
6. Amended and Restated Collateral Assignment of Rents and Leases
7. UCC Financing Statements
8. Amended and Restated Collateral Assignment of Permits, Contract and Similar Rights
9. Collateral Pledge Agreement
10. Mortgagor's Closing Affidavit (Lambert)
11. Mortgagor's Closing Affidavit (Eades)
12. Certification
13. Letter to Barnett Bank of the Treasure Coast re: Escrow Account
14. Transfer Agreement

Michigan Meadows

This partnership is owned 50% by Roy H. Lambert which includes 1% as General Partner and 49% as Limited Partner and 1% by David Eades as General Partner, the balance of 49% being owned by other unaffiliated individual limited partners. Title to the property, including the real estate, is in the name of the individual General Partners. Therefore, the loan documents listed above are executed by Roy H. Lambert and David C. Eades individually and, in certain instances, as General Partners of the partnership.

General Partner Loans

List of Loan Documents

1. Limited Partnership Agreement of Regency Michigan Meadows Limited Partnership dated June 1, 1979 with special reference to Section 1.09 Pro-rata Share in which the sharing of the cash flow, income, deduction, profit, loss and credit are defined as well as payment of the underlying mortgage.
2. Promissory Note payable to Roy H. Lambert dated May 30, 1996 with a current unpaid balance of \$30,000.

In summary, the total debt owed by the partnership consists of the excess of the debt owed to David Eades over ½ of the mortgaged debt referenced above as well as the unpaid balance owed to Roy H. Lambert also referenced above.

SCHEDULE 8.1.15

REAL PROPERTY

REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP

None.

**SCHEDULE 8.1.16
ERISA DISCLOSURE SCHEDULE**

REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP

<u>Name or description of agreement, program, plan or policy:</u>	<u>Employee welfare benefit plan</u>	<u>Employee pension benefit plan</u>
Employee Benefit Plan, including these programs: Regency Windsor Group Health Insurance Plan Regency Windsor Management, Inc. Provider Network Incentive Program with Full Denta-Plus Dental Plan Regency Windsor Management, Inc. Provider Network Incentive Program with Partial Denta-Plus Dental Plan Group Life Insurance (Anthem Life Insurance Company of Indiana) Regency Windsor Management, Inc. Short Term Disability Plan	x	
The Regency Windsor Companies Before-Tax Premium Payment Plan		
Regency Windsor Management, Inc. Savings Plan		x
Other employee policies described in Personnel Manual: Vacation benefits Holidays Sick leave Jury duty leave Educational financial assistance Housing discounts Personal leave Family leave Medical leave Military leave		
Collection Bonus – see page 2.7.1 of the Policy and Procedures Manual Customer Service Index bonus – see page 2.7.2 of the Policy and Procedures Manual Financial Performance Bonus – see page 2.7.3 of the Policy and Procedures Manual Maintenance Supervisor Bonus – see page 2.7.5 of the Policy and Procedures Manual Furniture Leasing Commission – see page 3.10 of the Policy and Procedures Manual Leasing Commission Plan – Property specific, see Property Questionnaire Safety Program Bonus Plan – see memo dated November 10, 1995		

Schedule 8.2.1**List of Ownership Pledges***Regency Michigan Meadows Limited Partnership***NONE**NRL:3/16/99
MM PLEDGES

Schedule 8.2.4**Regency Michigan Meadows Limited Partnership****LIST OF TRANSFEROR PARTIES' CONSENTS**

NONE

NRL:3/17/99
MM CONSENTS

LIST OF EXHIBITS

* = Property Specific

* <u>EXHIBIT "A"</u>	PARTNERS AND PERCENTAGE INTERESTS
<u>EXHIBIT "B"</u>	PARTNERSHIP UNIT DESIGNATION
<u>EXHIBIT "C"</u>	PROPERTY QUESTIONNAIRE
<u>EXHIBIT "D"</u>	PARTNERSHIP AMENDMENT
<u>EXHIBIT "E"</u>	ASSIGNMENT OF PARTNERSHIP INTERESTS
<u>EXHIBIT "F"</u>	NON-FOREIGN AFFIDAVIT
<u>EXHIBIT "G"</u>	ACKNOWLEDGMENT
<u>EXHIBIT "H"</u>	ASSIGNMENT OF MANAGEMENT ASSETS
<u>EXHIBIT "I"</u>	REGISTRATION RIGHTS AGREEMENT
<u>EXHIBIT "J"</u>	INVESTOR QUESTIONNAIRES
<u>EXHIBIT "K"</u>	ASSIGNMENT OF GP LOANS
* <u>EXHIBIT "L"</u>	SCHEDULE OF LEASES
* <u>EXHIBIT "M"</u>	SCHEDULE OF CONTRACTS
* <u>EXHIBIT "N"</u>	PARTNERSHIP AGREEMENT DOCUMENTS
* <u>EXHIBIT "O"</u>	PARTNERSHIP FINANCIAL STATEMENTS
<u>EXHIBIT "P"</u>	CUSTODIAL ACCOUNT AGREEMENTS
* <u>EXHIBIT "Q"</u>	KNOWLEDGE PARTIES
<u>EXHIBIT "R"</u>	GUARANTEE
<u>EXHIBIT "S"</u>	MEMORANDUM
* <u>EXHIBIT "T"</u>	LEGAL DESCRIPTION
<u>EXHIBIT "U"</u>	INDEMNITY AGREEMENT
<u>EXHIBIT "V"</u>	LEGAL OPINION
<u>EXHIBIT "W"</u>	RELEASE

EXHIBIT A

REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP

March 16, 1999
(4 LP's, 2 GP's, 2 Additional)

Name and Address:

V. Dale Cozad Trust U/L/W/T
2500 Galen Drive, P.O. Box 3669
Champaign, IL 61821
37-6317372
19.09%

Roy H. Lambert
1025 Flamevine Lane, Suite 3
Vero Beach, FL 32963
348-22-5589
49%

Martin J. Moore
8469 Bay Point Drive
Indianapolis, IN 46240
315-34-4277
19.09%

Kyle Robeson
1501 Interstate Drive
Champaign, IL 61821
359-20-7061
10.82%

General Partners:

David C. Eades
1701 Broadmoor Drive, Suite 200
Champaign, IL 61821
304-36-8286
1%

Roy H. Lambert
1025 Flamevine Lane, Suites 1-5
Vero Beach, FL 32963
348-22-5589
1%

EXHIBIT "B" - EXHIBIT "K"

(SEE CANTERBURY, TAB 1)

EXHIBIT L

Exhibit L

Regency Michigan Meadows Limited Partnership

LEASE SCHEDULE DATED FEBRUARY 24, 1999

Regency Windsor Management Rent Roll Michigan Meadows Apartments (MMEADOWS) 01/26/99 through 02/24/99

Unit # Unit Type	Tenant Name Status	Lease Dates	Current Rent	Possible Late Rent	Loss To Management	Loss Vacancy Recovery	Unit Rent Due	Other Rent Due	Misc Charges	Security Deposit	Beginning Delinquent Rent	Prepaid Rent	Loss to Old Leases	Loss to Vacancy	Beginning Security Balance	Refunds	Applied To Damage & Rent	Ending Security Balance
Rent Roll Totals																		
1.	Current Street Rent							110,895.00										
2.	Possible Street Rent							107,955.00										
3.	Rental Discount & Loss to Management					886.00		5,502.00										
	Employee Discount					0												
	Monthlighter Discount					460.00												
	Preferred Employer D					1,875.00												
	Rental Specials					548.00												
	Senior Citizen Discou					443.00												
	Student / Faculty Disc					840.00												
	Model Apartments					450.00												
	Other Management U					0												
	Direct Debit Discount					0												
4.	Rental Disc & Losses																	
5.	Unit Rent Due																	
6.	Other Rent Due																	
	Furniture Rent					0												
	Furniture Rent - VCR					0												
	Furniture Rent - TV R					0												
	Furniture Rent - Micro					0												
	Furniture Rent - Linen					0												
	Pet Fees					155.00												
	Pet Fees Discounts					-10.00												
	Non-Refundable Pet					0												
	Garage/Carport Fees					0												
	Garage/Carport Fees					0												
	Utility Charges (Sewer)					0												
	Utility Charges (NIPS)					0												
	Utility Reimbursement					0												
	Storage Fees					0												
	Cable T.V.					0												
	Security Alarm Rent					0												
	CAM Chargeback					0												
	Dumpster Income					0												
	Specialty Income					0												
7.	Miscellaneous Charges					0												
	Motel Tax					0												
	Sales Tax					0												
	Bad Debt Recovery					983.09												
	Application Fees					450.00												
	Lease Termination Fe					0												
	Legal Fees					0												
	Clubhouse Rental					0												
	Polo Club Membershi					0												
	Damage Charges					250.00												
	Miscellaneous Incom					120.00												
	NSF Fee					0												
	Late Charges					4,000.99												
	Blind Fees					0												
	Key Fees					0												
	Real Estate Tax Reim					0												
	Telephone Income					0												
	Laundry Income					2,280.80												
	Vending - Sales					0												
	Guest Apt - Telephone					0												
	Water & Sewer					0												
	Electric - Common					0												

127- 22-00+15+72-+5-+13-
93,554.00
145.00

5,942.5 - 5,453.25 - 125 + 141 - 5 - + 25

1,249.99 - 4,000.99 + 25 - 141 - 5 - + 25

Regency Windsor Management Rent Roll Michigan Meadows Apartments (MMEADOWS) 01/26/99 through 02/24/99

Page 18
2/24/99
02:50 PM

Unit # Unit Type	Tenant Name Status	Lease Dates	Current Street Rent	Possible Lease Rent	Loss To Mgmt Use	Loss Vacancy Recovery	Unit Rent Due	Other Rent Due	Misc Charges	Security Deposit	Beginning Delinquent Rent	Prepaid Rent	Loss to Old Leases	Loss to Vacancy	Beginning Security Balance	Refunds	Applied To Damage & Rent	Ending Security Balance
						270.27												
			Electric - Vacant															
			Gas - Common															
			Gas - Vacant															
			Cable TV															
			8. New Security Deposit Charges															
			9. Beginning Delinquent Balance															
			10. Beginning Prepaid Balance															
			11. Total Paid															
			12. Balance Due from Vacated Residents															
			13. Ending Delinquent Balance															
			14. Ending Prepaid Balance															
			15. Loss To Old Leases															
			16. Loss To Vacancy															
			17. Security Deposits-Beginning Balance															
			18. Security Deposits-Refunds															
			19. Security Deposits-Applied to Damage and															
			20. Security Deposits-Ending Balance															

Regency Windsor Management Rent Roll
Michigan Meadows Apartments (MMEADOWS)
01/26/99 through 02/24/99

MAR 01 1999

Unit #	Tenant Name	Lease Dates	Current Street Rent	Possible Lease Rent	Loss To Vacancy	Loss To Vacancy	Unit Rent Due	Other Rent Due	Misc Charges	Security Deposit	Beginning Delinquent	Prepaid Rent	Total Paid	Balance Due	Ending Delinquent	Prepaid Rent	Loss To Vacancy	Loss To Vacancy	Beginning Security Balance	Refunds	Applied To Security Damage & Rent	Ending Security Balance
0101	MARY HENRICH	09/01/98 06/31/99	550.00	540.00	0.00	0.00	540.00	15.00	0.00	0.00	0.00	0.00	555.00	0.00	0.00	0.00	0.00	10.00	300.00	0.00	0.00	300.00
0102	Mindy Thielsthai	07/01/98 06/30/99	445.00	425.00	0.00	0.00	425.00	0.00	50.00	0.00	0.00	0.00	475.00	0.00	0.00	0.00	20.00	200.00	200.00	0.00	0.00	200.00
0103	Mike Adams	02/01/99 01/31/00	445.00	445.00	445.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	645.00	0.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	200.00
0104	JAVIER GARCIA	11/04/98 10/31/99	450.00	450.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	200.00
0105	Crystal Ramsey	01/04/99 01/31/00	450.00	445.00	22.00	0.00	423.00	0.00	0.00	0.00	0.00	0.00	423.00	0.00	0.00	0.00	5.00	376.00	376.00	0.00	0.00	376.00
0106	YADRO SANCHE	04/17/98 04/30/99	450.00	445.00	0.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	445.00	0.00	0.00	0.00	8.00	446.00	446.00	0.00	0.00	445.00
0107	JENNIFER BAQUE	10/30/98 10/31/99	450.00	450.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	96.00	0.00	0.00	96.00
0108	Oliver J. Parker	12/01/98 11/30/99	480.00	440.00	0.00	0.00	440.00	0.00	58.00	0.00	0.00	0.00	498.00	0.00	0.00	0.00	20.00	420.00	420.00	0.00	0.00	420.00
0109	Jennifer Faust	08/01/98 07/31/99	480.00	440.00	0.00	0.00	440.00	0.00	0.00	0.00	0.00	0.00	440.00	0.00	0.00	0.00	20.00	200.00	200.00	0.00	0.00	200.00
0110	ROBERT COX	04/19/98 04/30/99	480.00	445.00	0.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	445.00	0.00	0.00	0.00	15.00	200.00	200.00	0.00	0.00	200.00
0111	Mike Bailey Adams	02/01/99 01/31/00	535.00	535.00	535.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	665.00	0.00	0.00	485.00	0.00	0.00	0.00	0.00	0.00	200.00
0201	HOLLY JO MULRY	10/09/98 10/31/99	550.00	550.00	0.00	0.00	550.00	0.00	0.00	0.00	0.00	0.00	550.00	0.00	0.00	0.00	0.00	0.00	550.00	0.00	0.00	550.00
0202	Sherry Townsend	04/01/98 03/31/99	445.00	400.00	0.00	0.00	400.00	0.00	0.00	0.00	565.00	0.00	400.00	0.00	565.00	0.00	45.00	370.00	370.00	0.00	0.00	370.00
0203	QANA M. Stevens	06/15/98 06/31/99	445.00	445.00	0.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	445.00	0.00	0.00	445.00
0204	JESUS PALAZADA	05/06/98 05/31/99	450.00	445.00	0.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	445.00	0.00	0.00	0.00	5.00	200.00	200.00	0.00	0.00	200.00
0205	ALFREDO CARDE	06/05/98 06/30/99	450.00	445.00	0.00	0.00	445.00	0.00	0.00	0.00	445.00	0.00	700.00	0.00	190.00	0.00	5.00	200.00	200.00	0.00	0.00	200.00
0206	James Orasco	06/01/98 07/31/99	450.00	445.00	0.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	445.00	0.00	0.00	0.00	5.00	96.00	96.00	0.00	0.00	96.00
0207	Janis Nash	06/01/98 05/31/99	450.00	425.00	0.00	0.00	425.00	0.00	0.00	0.00	0.00	0.00	425.00	0.00	0.00	0.00	25.00	200.00	200.00	0.00	0.00	200.00
0208	FLAVIO PEREZ	04/03/98 04/30/99	480.00	445.00	0.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	445.00	0.00	0.00	0.00	15.00	445.00	445.00	0.00	0.00	445.00

Regency Windsor Management Rent Roll Michigan Meadows Apartments (MMEADOWS) 01/26/99 through 02/24/99

Page 2
2/2/99
02:50 PM

Unit #	Tenant Name	Lease Dates	Current Street Rent	Possible Lease Rent	Loss To Mgmt Use	Loss Vacancy Recovery	Unit Rent Due	Other Rent Due	Misc Charges	Security Deposit	Beginning Delinquent	Prepaid Rent	Total Paid	Balance Due Vacated Units	Ending Delinquent	Prepaid Rent	Loss To Old Lessee	Loss To Vacancy	Beginning Security Balance	Refunds	Applied To Security Damage & Rent	Ending Security Balance
0209	Sebastian Berganz	01/01/99 12/31/00	480.00	450.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	10.00	200.00	0.00	0.00	200.00
0210	Jerry Youree	12/01/97 11/30/98	0.00	0.00	0.00	0.00	440.00	0.00	0.00	0.00	0.00	0.00	0.00	440.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	100.00
0210	Move-Out	11/30/98	480.00	480.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	20.00	0.00	0.00	0.00
0210	VACANT																	20.00	20.00	0.00	0.00	0.00
0211	Josefine Carlos	01/09/99 01/31/00	535.00	535.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	20.00
0301	N.H. GLASPER	05/30/98 05/31/99	550.00	518.00	0.00	0.00	518.00	0.00	0.00	0.00	0.00	0.00	518.00	0.00	0.00	0.00	32.00	0.00	200.00	0.00	0.00	200.00
0302	Michael L. Rhoad	09/01/98 06/31/99	445.00	420.00	0.00	0.00	420.00	0.00	0.00	0.00	0.00	0.00	420.00	0.00	0.00	0.00	25.00	0.00	190.00	0.00	0.00	190.00
0303	Luan Osborne	03/01/98 02/28/99	445.00	410.00	0.00	0.00	410.00	0.00	0.00	0.00	0.00	0.00	410.00	0.00	0.00	0.00	35.00	0.00	200.00	0.00	0.00	200.00
0304	Central Butler	11/13/98 11/30/98	450.00	450.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	10.00	450.00	0.00	0.00	10.00	0.00	0.00	480.00	0.00	0.00	480.00
0305	LAURA OMEDO	12/18/98 12/31/99	450.00	450.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	410.00	0.00	0.00	410.00
0306	Zelma Smith	08/01/98 08/31/99	450.00	440.00	22.00	0.00	418.00	0.00	0.00	0.00	0.00	0.00	418.00	0.00	0.00	0.00	10.00	0.00	250.00	0.00	0.00	250.00
0307	Rebecca D. Lee II	04/01/98 05/31/99	450.00	405.00	0.00	0.00	405.00	0.00	55.00	0.00	0.00	0.00	460.00	0.00	0.00	0.00	45.00	0.00	375.00	0.00	0.00	375.00
0308	Gladya Smith	09/01/98 08/31/99	480.00	455.00	23.00	0.00	432.00	0.00	0.00	0.00	0.00	0.00	432.00	0.00	0.00	0.00	5.00	0.00	175.00	0.00	0.00	175.00
0309	Danilo Romero Yel	12/01/98 12/31/99	480.00	510.00	0.00	0.00	510.00	0.00	65.00	0.00	0.00	0.00	575.00	0.00	0.00	0.00	-50.00	0.00	445.00	0.00	0.00	445.00
0310	LEONARDO ARRE	03/23/98 03/31/99	480.00	435.00	0.00	0.00	435.00	0.00	0.00	0.00	0.00	0.00	435.00	0.00	0.00	0.00	25.00	0.00	435.00	0.00	0.00	435.00
0311	Rodney A. Knight	07/01/98 06/30/99	535.00	485.00	0.00	0.00	485.00	0.00	0.00	0.00	0.00	0.00	485.00	0.00	0.00	0.00	40.00	0.00	150.00	0.00	0.00	150.00
0401	Lafina Alexander	02/19/98 01/31/00	550.00	550.00	0.00	0.00	183.00	0.00	0.00	200.00	0.00	80.00	303.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	20.00
0402	Margaret Karmah	04/01/98 03/31/99	445.00	430.00	22.00	0.00	408.00	0.00	0.00	0.00	0.00	0.00	408.00	0.00	0.00	0.00	15.00	0.00	200.00	0.00	0.00	200.00
0403	HUO ROGALES	01/21/98 01/31/99	445.00	410.00	0.00	0.00	410.00	0.00	0.00	0.00	0.00	0.00	410.00	0.00	0.00	0.00	38.00	0.00	200.00	0.00	0.00	200.00
0404	Carlos C. Avila	07/01/98 06/30/99	450.00	430.00	0.00	0.00	430.00	0.00	0.00	0.00	0.00	0.00	430.00	0.00	0.00	0.00	20.00	0.00	200.00	0.00	0.00	200.00
0405	Phuong Tran	10/02/98 10/31/99	450.00	450.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	200.00

Regency Windsor Management Rent Roll Michigan Meadows Apartments (MMEADOWS) 01/26/99 through 02/24/99

Unit # Unit Type	Tenant Name Status	Lease Dates	Current Street Rent	Possible Street Rent	Loss To Mgmt Use	Loss Vacancy Recovery	Unit Rent Due	Other Rent Due	Misc Charges	Security Deposit	Beginning Delinquent Rent	Prepaid Rent	Total Paid	Balance D Vacant Units	Ending Delinquent Rent	Loss to Old Lease	Loss to Vacancy	Beginning Security Balance	Refunds	Applied To Damage & Security Rent	Ending Security Balance
0405 VBA142/	Am Jones Current	10/01/98 10/01/99	450.00	450.00	0.00	0.00	450.00	0.00	0.00	0.00	30.84	0.00	450.00	0.00	30.84	0.00	0.00	387.00	0.00	0.00	450.00
0407 VBA142/	Margaret L. Mederi Current	05/01/98 04/30/99	450.00	430.00	0.00	0.00	430.00	0.00	0.00	0.00	0.00	0.00	430.00	0.00	0.00	20.00	0.00	100.00	0.00	0.00	100.00
0408 VBA142/	ESPERANZA BOY Current	12/31/97 12/31/98	480.00	410.00	0.00	0.00	410.00	0.00	40.00	0.00	0.00	20.00	430.00	0.00	0.00	50.00	0.00	410.00	0.00	0.00	410.00
0409 VBA142/	Alboco Current	08/15/98 08/31/99	480.00	455.00	23.00	0.00	432.00	15.00	0.00	0.00	0.00	1.00	447.00	0.00	0.00	5.00	0.00	387.00	0.00	0.00	99.00
0410 VBA142/	KEVIN WALKER Current	01/21/98 01/31/99	480.00	410.00	0.00	0.00	410.00	0.00	20.00	0.00	0.00	0.00	430.00	0.00	0.00	50.00	0.00	200.00	0.00	0.00	200.00
0411 VBA142/	Erma Sanders Current	11/05/98 11/30/99	535.00	535.00	27.00	0.00	508.00	0.00	89.98	0.00	2.01	0.00	600.00	0.00	0.00	0.00	0.00	387.00	0.00	0.00	200.00
0501 VBA142/	Nathaniel S. Samba Current	02/01/99 01/31/00	550.00	550.00	0.00	0.00	550.00	0.00	0.00	0.00	0.00	0.00	550.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	200.00
0502 VBA142/	Angela Thakathak Current	07/18/98 07/31/99	445.00	440.00	0.00	0.00	440.00	0.00	150.00	0.00	440.00	0.00	1,030.00	0.00	0.00	5.00	0.00	387.00	0.00	0.00	99.00
0503 VBA142/	Dario Martinez Current	10/01/98 08/30/99	445.00	440.00	0.00	0.00	440.00	0.00	0.00	0.00	0.00	0.00	440.00	0.00	0.00	5.00	0.00	387.00	0.00	0.00	200.00
0504 VBA142/	Kelly A. Martindale Current	03/01/98 02/28/99	450.00	430.00	0.00	0.00	215.00	0.00	0.00	0.00	0.00	0.00	215.00	0.00	0.00	20.00	0.00	200.00	0.00	0.00	200.00
0505 VBA142/	Dorothy Ingram Current	07/01/98 06/30/99	450.00	430.00	0.00	0.00	430.00	0.00	0.00	0.00	0.00	0.00	430.00	0.00	0.00	20.00	0.00	200.00	0.00	0.00	200.00
0506 VBA142/	Charisse Williams Current	09/01/98 08/31/99	450.00	430.00	0.00	0.00	430.00	0.00	0.00	0.00	0.00	0.00	430.00	0.00	0.00	20.00	0.00	100.00	0.00	0.00	100.00
0507 VBA142/	Robert Taylor Current	12/01/98 11/30/99	450.00	450.00	20.00	0.00	430.00	0.00	0.00	0.00	0.00	0.00	430.00	0.00	0.00	0.00	0.00	125.00	0.00	0.00	125.00
0508 VBA142/	Ronald Glaspele Current	10/01/98 09/30/99	480.00	455.00	0.00	0.00	455.00	0.00	0.00	0.00	0.00	0.00	455.00	0.00	0.00	5.00	0.00	200.00	0.00	0.00	200.00
0509 VBA142/	VACANT		480.00	480.00														1,062.00	0.00	0.00	150.00
0510 VBA142/	Rodney D. Baum Current	08/01/98 07/31/99	480.00	440.00	22.00	0.00	418.00	0.00	0.00	0.00	0.00	0.00	418.00	0.00	0.00	20.00	0.00	1,062.00	0.00	0.00	200.00
0511 VBA142/	DENSE DONALD Current	09/02/98 08/30/99	535.00	445.00	0.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	445.00	0.00	0.00	90.00	0.00	1,062.00	0.00	0.00	150.00
0601 VBA142/	Monica Cooper Current	02/01/99 01/31/00	550.00	535.00	0.00	0.00	535.00	0.00	0.00	0.00	0.00	0.00	535.00	0.00	0.00	15.00	0.00	150.00	0.00	0.00	150.00
0602 VBA142/	VACANT		445.00	445.00														1,062.00	0.00	0.00	150.00

Regency Windsor Management Rent Roll Michigan Meadows Apartments (MMEADOWS) 01/26/99 through 02/24/99

Page 4
2/24/99
02:50 PM

Unit # Unit Type	Tenant Name Status	Lease Dates	Current Street Rent	Posible Lease Rent	Loss To Appt Use	Loss Vacancy Recovery	Unit Rent Due	Other Rent Due	Misc Charges	Security Deposit	Beginning Delinquent Rent	Prepaid Rent	Total Paid	Balance D Vacated Units	Ending Delinquent Rent	Prepaid Rent	Loss to Old Lease	Loss to Vacancy	Beginning Security Balance	Refunds	Applied To Damage & Rent	Ending Security Balance
0603 VBA42/	JAVIER MARTINE Current	06/20/98 06/20/98	445.00	440.00	0.00	0.00	440.00	0.00	0.00	0.00	0.00	0.00	440.00	0.00	0.00	0.00	5.00	1,507.00	440.00	0.00	0.00	440.00
0604 VBA42/	ANGELA LIMERO Current	10/01/98 09/20/98	450.00	435.00	0.00	0.00	435.00	0.00	0.00	0.00	0.00	33.00	446.00	0.00	0.00	44.00	15.00	1,507.00	200.00	0.00	0.00	200.00
0605 VBA42/	GERARDO GONZALEZ Current	10/10/98 04/20/98	450.00	475.00	0.00	0.00	475.00	0.00	0.00	0.00	0.00	0.00	475.00	0.00	0.00	0.00	-25.00	1,507.00	200.00	0.00	0.00	200.00
0606 VBA42/	Tekisha M. Dillard Current	07/01/98 06/20/98	450.00	405.00	0.00	0.00	405.00	0.00	0.00	0.00	0.00	5.00	409.00	0.00	0.00	8.00	20.00	1,507.00	425.00	0.00	0.00	425.00
0607 VBA42/	Sharon Brasher Current	10/01/97 09/20/98	450.00	450.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	1,507.00	200.00	0.00	0.00	200.00
0608 VBA42/	VACANT		480.00	480.00														490.00	1,507.00			
0609 VBA42/	Margaret Scott Current	04/01/98 03/31/98	480.00	440.00	0.00	0.00	440.00	0.00	0.00	0.00	0.00	0.00	440.00	0.00	0.00	0.00	20.00	1,987.00	200.00	0.00	0.00	200.00
0610 VBA42/	Cara Robinson Current	06/01/98 05/31/98	480.00	435.00	22.00	0.00	413.00	0.00	0.00	0.00	0.00	0.00	413.00	0.00	0.00	0.00	23.00	1,987.00	200.00	0.00	0.00	200.00
0611 VBA42/	Edgar Contreras Current	09/27/98 09/20/98	535.00	535.00	0.00	0.00	535.00	0.00	0.00	0.00	0.00	0.00	535.00	0.00	0.00	0.00	0.00	1,987.00	535.00	0.00	0.00	535.00
0701 VBA41/	MAUSAMMO ESLA Current	07/01/98 06/20/98	385.00	380.00	0.00	0.00	380.00	0.00	0.00	0.00	0.00	0.00	380.00	0.00	0.00	0.00	5.00	1,987.00	380.00	0.00	0.00	380.00
0702 VBA41/	Tommy Bohn Current	06/01/98 05/31/98	385.00	370.00	0.00	0.00	370.00	0.00	0.00	0.00	0.00	0.00	370.00	0.00	0.00	0.00	18.00	1,987.00	99.00	0.00	0.00	99.00
0703 VBA41/	JAMES GARRETT Current	07/03/98 06/20/98	385.00	380.00	0.00	0.00	380.00	0.00	0.00	0.00	0.00	0.00	380.00	0.00	0.00	0.00	5.00	1,987.00	380.00	0.00	0.00	380.00
0704 VBA41/	Dennis King Current	09/23/98 05/31/98	380.00	385.00	19.00	0.00	366.00	0.00	0.00	0.00	0.00	0.00	366.00	0.00	0.00	0.00	8.00	1,987.00	99.00	0.00	0.00	99.00
0705 VBA41/	David Thomas Current	06/06/98 06/31/98	380.00	385.00	0.00	0.00	385.00	0.00	0.00	0.00	0.00	0.00	385.00	0.00	0.00	0.00	8.00	1,987.00	99.00	0.00	0.00	99.00
0706 VBA41/	Mary Sanger Current	02/01/98 01/31/98	380.00	387.00	0.00	0.00	387.00	0.00	0.00	0.00	0.00	0.00	387.00	0.00	0.00	385.00	3.00	1,987.00	129.00	0.00	0.00	129.00
0707 VBA41/	Cheryl Arnold Current	06/01/98 05/31/98	380.00	370.00	0.00	0.00	370.00	0.00	0.00	0.00	0.00	0.00	371.00	0.00	0.00	1.00	20.00	1,987.00	250.00	0.00	0.00	250.00
0708 VBA41/	CHARLES W. MO Current	06/01/98 06/31/98	400.00	425.00	0.00	0.00	425.00	0.00	0.00	0.00	0.00	0.00	425.00	0.00	0.00	0.00	-25.00	1,987.00	400.00	0.00	0.00	400.00
0709 VBA41/	Jean R. Gaudin Current	01/01/98 12/31/98	400.00	380.00	0.00	0.00	380.00	0.00	0.00	0.00	0.00	0.00	380.00	0.00	0.00	0.00	10.00	1,987.00	100.00	0.00	0.00	100.00
0710 VBA41/	Wendy Martin Current	10/01/98 11/20/98	400.00	373.00	0.00	0.00	373.00	0.00	0.00	0.00	0.00	0.00	373.00	0.00	0.00	0.00	27.00	1,987.00	150.00	0.00	0.00	150.00

Regency Windsor Management Rent Roll Michigan Meadows Apartments (MMEADOWS) 01/26/99 through 02/24/99

Page 5
2/24/99
02:50 PM

Unit # Unit Type	Tenant Name Status	Lease Dates	Current Street Rent	Possible Lease Rent	Loss To Mgmt Use	Loss Vacancy Recovery	Unit Rent Due	Other Rent Due	Misc Charges	Security Deposit	Beginning Delinquent	Prepaid Rent	Loss to Old Leases	Loss to Vacancy	Beginning Security Balance	Refunds	Applied To Damage & Rent	Ending Security Balance
0711 VBMH11/	ANGEL MCKINNE Current	06/22/98 05/31/99	420.00	420.00	21.00	0.00	399.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	399.00	0.00	0.00	399.00
0801 VBMH11/	DMIGHT GOULD Current	06/19/98 06/31/99	365.00	360.00	19.00	0.00	361.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,967.00	0.00	0.00	99.00
0802 VBMH11/	Mildred Fresh Current	11/01/98 10/31/99	365.00	354.00	0.00	0.00	354.00	0.00	0.00	0.00	0.00	69.00	31.00	0.00	1,967.00	0.00	0.00	74.00
0803 VBMH11/	MARSA AVALOS V Current	07/25/98 07/31/99	365.00	360.00	0.00	0.00	360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,967.00	0.00	0.00	99.00
0804 VBMH11/	Erica Niki Current	04/01/98 03/31/99	360.00	375.00	19.00	0.00	356.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00	1,967.00	0.00	0.00	100.00
0805 VBMH11/	Mel Model Current	11/19/98 11/30/99	360.00	360.00	360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0806 VBMH11/	ANTHONY L. BRO Current	06/12/98 06/30/99	360.00	365.00	19.00	0.00	366.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,967.00	0.00	0.00	200.00
0807 VBMH11/	REBECCA COLEMAN Current	02/28/98 02/28/99	360.00	345.00	0.00	0.00	345.00	0.00	0.00	0.00	0.00	0.00	45.00	0.00	1,967.00	0.00	0.00	200.00
0808 VBMH11/	VACANT		400.00	400.00										400.00	1,967.00			
0809 VBMH11/	VACANT		400.00	400.00										400.00	2,367.00			
0810 VBMH11/	Verna Mitchell Current	02/01/98 01/31/99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	100.00	0.00
0811 VBMH11/	Shirley Phipps Current	07/17/98 07/31/99	420.00	415.00	20.00	0.00	395.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,167.00	0.00	0.00	366.00
0801 VBMH11/	Gene Edward Mck Current	10/01/98 06/30/99	365.00	410.00	0.00	0.00	410.00	0.00	0.00	0.00	0.00	0.00	-25.00	0.00	100.00	0.00	0.00	100.00
0802 VBMH11/	VACANT		365.00	360.00										365.00	3,167.00			
0803 VBMH11/	Andrew Peoples Current	05/01/98 04/30/99	365.00	370.00	0.00	0.00	370.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00	3,552.00	0.00	0.00	100.00
0804 VBMH11/	STEPHANIE SAKOPOPO Current	06/05/98 06/31/99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	99.00	0.00	99.00	0.00
0805 VBMH11/	MARCO CHIRIHO Current	09/01/98 02/28/99	360.00	365.00	0.00	0.00	365.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,557.00	0.00	0.00	370.00
0806 VBMH11/	Lois Johnson Current	10/01/98 09/30/99	360.00	366.00	0.00	0.00	366.00	0.00	0.00	0.00	0.00	0.00	24.00	0.00	3,557.00	0.00	0.00	0.00

Regency Windsor Management Rent Roll Michigan Meadows Apartments (MMEADOWS) 01/26/99 through 02/24/99

Unit # Unit Type	Tenant Name Status	Lease Dates	Current Rent	Possible Lease Rent	Loss To Lease Recovery	Unit Rent Due	Other Rent Due	Misc Charges	Security Deposit	Beginning Disturbance	Prepaid Rent	Total Paid	Balance D Vacated Units	Ending Disturbance	Prepaid Rent	Loss To Old Leases	Loss To Vacancy	Beginning Security Balance	Refunds	Applied To Damage & Rent	Ending Security Balance
0007 VMAH1/	William T. Hammer Current	01/01/98 09/30/99	380.00	380.00	0.00	380.00	0.00	0.00	0.00	0.00	0.00	380.00	0.00	0.00	0.00	0.00	10.00	199.50	0.00	0.00	199.50
0008 VMAH1/	Anna Carter Current	01/01/98 12/31/98	400.00	375.00	0.00	375.00	0.00	0.00	0.00	0.00	0.00	375.00	0.00	0.00	0.00	25.00	0.00	3,557.00	0.00	0.00	100.00
0009 VMAH1/	HECTOR MENDO Current	04/10/98 04/30/99	400.00	345.00	0.00	345.00	0.00	0.00	0.00	0.00	0.00	345.00	0.00	0.00	0.00	55.00	0.00	3,557.00	0.00	0.00	345.00
0010 VMAH1/	CAROLE SLAGGS Current	05/01/98 05/31/98	400.00	385.00	0.00	385.00	0.00	0.00	0.00	0.00	0.00	385.00	0.00	0.00	0.00	5.00	0.00	3,557.00	0.00	0.00	0.00
0011 VMAH1/	Jeffrey L. Good Current	08/01/98 07/31/99	420.00	425.00	20.00	405.00	0.00	0.00	0.00	0.00	0.00	405.00	0.00	0.00	0.00	-5.00	0.00	3,557.00	0.00	0.00	150.00
1001 VMAH2/	Angela Elaine Williams Current	09/04/98 08/31/99	550.00	545.00	0.00	545.00	0.00	0.00	0.00	0.00	0.00	545.00	0.00	0.00	0.00	5.00	0.00	3,557.00	0.00	0.00	200.00
1002 VMAH2/	Jessie Wick Current	11/29/98 11/30/99	445.00	445.00	22.00	423.00	0.00	41.37	0.00	0.00	12.00	450.00	0.00	2.37	0.00	0.00	0.00	423.00	0.00	0.00	423.00
1003 VMAH2/	Ruby Gayle Carter Current	08/01/98 07/31/99	445.00	437.00	22.00	415.00	0.00	0.00	0.00	0.00	0.00	415.00	0.00	0.00	0.00	8.00	0.00	3,557.00	0.00	0.00	200.00
1004 VMAH2/	ADAM ACERO Current	02/13/98 02/28/99	450.00	380.00	200.00	180.00	0.00	150.00	0.00	0.00	0.00	332.00	0.00	0.00	0.00	70.00	0.00	98.00	0.00	0.00	98.00
1005 VMAH2/	Vickie M. Taylor Current	11/01/98 04/30/99	450.00	450.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	3,557.00	0.00	0.00	200.00
1006 VMAH2/	KAREN Y. WILLIA Current	05/08/98 06/30/99	450.00	445.00	0.00	445.00	0.00	100.00	0.00	0.00	0.00	545.00	0.00	0.00	0.00	5.00	0.00	445.00	0.00	0.00	445.00
1007 VMAH2/	Fannie Whitlock Current	09/01/98 07/31/99	450.00	375.00	0.00	375.00	0.00	0.00	0.00	0.00	30.00	405.00	0.00	0.00	0.00	75.00	0.00	3,557.00	0.00	0.00	104.00
1008 VMAH2/	MIGUEL VILLEGAS Current	01/01/99 12/31/99	460.00	430.00	0.00	430.00	0.00	0.00	0.00	0.00	20.00	430.00	0.00	0.00	0.00	30.00	0.00	410.00	0.00	0.00	410.00
1009 VMAH2/	Kimberly Arent Current	07/20/98 07/31/99	460.00	455.00	0.00	455.00	0.00	0.00	0.00	0.00	0.00	455.00	0.00	0.00	525.00	5.00	0.00	98.00	0.00	0.00	98.00
1010 VMAH2/	VACANT		460.00	460.00														4,017.00	0.00	0.00	250.00
1011 VMAH2/	Laura Ann McElroy Current	10/01/98 08/30/99	535.00	455.00	0.00	455.00	0.00	0.00	0.00	0.00	0.00	455.00	0.00	0.00	0.00	80.00	0.00	250.00	0.00	0.00	250.00
1101 VMAH1/	TONY F. MARTIN Current	08/17/98 08/30/99	385.00	385.00	19.00	366.00	0.00	0.00	0.00	0.00	385.00	1,098.00	0.00	0.00	1,098.00	0.00	0.00	98.00	0.00	0.00	98.00
1102 VMAH1/	Lashawn Hollister Current	11/03/98 10/31/99	385.00	385.00	0.00	385.00	0.00	0.00	0.00	0.00	0.03	385.00	0.00	0.00	0.03	0.00	0.00	385.00	0.00	0.00	385.00
1103 VMAH1/	Carol Puckett Current	11/17/98 10/31/99	385.00	385.00	0.00	385.00	0.00	0.00	0.00	0.00	418.00	100.00	0.00	0.00	133.00	0.00	0.00	385.00	0.00	0.00	385.00
1104 VMAH1/	James Wynne Current	08/29/98	380.00	380.00	0.00	380.00	0.00	0.00	0.00	12.31	0.00	380.00	0.00	12.31	0.00	0.00	0.00	98.00	0.00	0.00	98.00

Regency Windsor Management Rent Roll Michigan Meadows Apartments (MMEADOWS) 01/26/99 through 02/24/99

Unit # Unit Type	Tenant Name Status	Lease Start Date	Current Rent	Possible Rent	Loss To Vacancy	Unit Rent Due	Other Rent Due	Misc Charges	Security Deposit	Beginning Balance	Proposed Rent	Total Paid	Balance D Units	Ending Balance	Proposed Rent	Loss to Old Lease	Loss to Vacancy	Beginning Security Balance	Applied To Security Damage & Rent	Ending Security Balance
VBA011/	Current	00/31/99																4,017.00		
1105 VBA011/	Caroline Womble Current	10/01/98 06/30/99	390.00	395.00	0.00	395.00	0.00	0.00	0.00	0.00	0.00	395.00	0.00	0.00	0.00	-5.00		100.00	0.00	100.00
1106 VBA011/	Cori Thompson Current	06/01/98 07/31/99	390.00	375.00	0.00	375.00	0.00	0.00	0.00	0.00	0.00	375.00	0.00	0.00	0.00	15.00		100.00	0.00	100.00
1107 VBA011/	Dorothy L. Hiner Current	06/01/98 05/31/99	390.00	342.00	0.00	342.00	0.00	0.00	0.00	0.00	0.00	342.00	0.00	0.00	0.00	30.00		100.00	0.00	100.00
1108 VBA011/	Edward M. Bowers Current	03/01/98 02/28/99	400.00	370.00	0.00	370.00	0.00	0.00	0.00	0.00	0.00	370.00	0.00	0.00	0.00	10.00		100.00	0.00	100.00
1109 VBA011/	VACANT		400.00	400.00													400.00	4,017.00		
1110 VBA011/	LEIGHA WOODSO Current	11/29/98 11/30/99	400.00	400.00	0.00	400.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00	0.00		200.00	0.00	200.00
1111 VBA011/	VACANT		420.00	420.00													420.00	4,417.00		
1201 VBA011/	Homa Lynch Current	02/01/98 01/31/99	0.00	530.00	0.00	530.00	0.00	0.00	0.00	0.00	0.00	486.00	44.00	0.00	0.00	0.00		100.00	0.00	0.00
1202 VBA011/	Oscar Journey Current	11/01/98 10/31/99	445.00	423.00	0.00	423.00	0.00	0.00	0.00	0.00	0.00	423.00	0.00	0.00	0.00	0.00		4,857.00	0.00	175.00
1203 VBA011/	Tha Morris Current	12/01/98 11/30/99	445.00	432.00	0.00	432.00	0.00	0.00	0.00	0.00	0.00	432.00	0.00	0.00	0.00	13.00		100.00	0.00	100.00
1204 VBA011/	Maria Boyce Current	06/01/98 05/31/99	450.00	425.00	0.00	425.00	0.00	0.00	0.00	0.00	0.00	425.00	0.00	0.00	0.00	25.00		160.00	0.00	180.00
1205 VBA011/	SHERIFF'S DEPT Current	01/01/98 12/31/99	450.00	460.00	0.00	460.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-10.00		4,857.00	0.00	0.00
1206 VBA011/	OFFICE Current	01/01/98 01/01/91	450.00	450.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		4,857.00	0.00	0.00
1207 VBA011/	MODEL Current	01/01/98 01/01/91	450.00	450.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		4,857.00	0.00	0.00
1208 VBA011/	Kevin Neal Kunkler Current	07/01/98 06/30/99	460.00	440.00	0.00	440.00	0.00	0.00	0.00	0.00	0.00	440.00	0.00	0.00	0.00	20.00		200.00	0.00	200.00
1209 VBA011/	CHRISTINE WMS Current	03/13/98 03/31/99	460.00	445.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	445.00	0.00	0.00	0.00	15.00		445.00	0.00	445.00
1210 VBA011/	Avalonia Waskins Current	11/01/98 10/31/99	460.00	445.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	418.00	0.00	0.00	0.00	15.00		235.00	0.00	235.00
1211 VBA011/	Shady Roadside Current	10/01/98 09/30/99	535.00	502.00	0.00	477.00	0.00	0.00	0.00	0.00	0.00	433.00	0.00	0.00	0.00	33.00		100.00	0.00	100.00

Regency Windsor Management Rent Roll Michigan Meadows Apartments (MMEADOWS) 01/26/99 through 02/24/99

Unit #	Tenant Name	Lease Date	Current Rent	Possible Rent	Loss To Vacant Unit	Loss To Vacant Recovery	Unit Rent Due	Other Rent Due	Misc. Charges	Security Deposit	Beginning Delinquent	Prepaid Rent	Total Paid	Balance Due	Ending Delinquent	Prepaid Rent	Loss To Vacant Leases	Loss To Vacant	Beginning Security Balance	Refunds	Applied To Damage & Security Balance	Ending Security Balance
1301	Shale Fraser Current	06/01/98 05/31/99	550.00	540.00	0.00	0.00	540.00	0.00	0.00	0.00	0.00	0.00	0.00	540.00	0.00	0.00	0.00	10.00	150.00	0.00	0.00	150.00
1302	Reynolds Mabeade Current	09/10/98 09/30/99	445.00	445.00	0.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	99.00	0.00	0.00	99.00
1303	Joseph Miller, Jr. Current	05/01/98 04/30/99	445.00	400.00	0.00	0.00	400.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00	45.00	100.00	100.00	0.00	0.00	100.00
1304	VACANT		450.00	450.00														450.00	4,857.00	0.00	0.00	4,857.00
1305	George Poulkos Current	08/01/98 07/31/99	450.00	441.00	21.00	0.00	420.00	0.00	0.00	0.00	0.00	0.00	420.00	0.00	0.00	0.00	9.00	145.00	145.00	0.00	0.00	145.00
1306	VACANT		450.00	450.00														450.00	5,307.00	0.00	0.00	5,307.00
1307	VACANT		450.00	450.00														450.00	5,797.00	0.00	0.00	5,797.00
1308	Julia Wicks Current	03/01/98 02/28/99	480.00	425.00	21.00	0.00	404.00	0.00	0.00	0.00	0.00	0.00	404.00	0.00	0.00	0.00	35.00	255.00	255.00	0.00	0.00	255.00
1309	John Shewers Current	10/01/98 09/30/99	480.00	480.00	45.00	0.00	415.00	0.00	0.00	0.00	0.00	0.00	415.00	0.00	0.00	0.00	0.00	200.00	200.00	0.00	0.00	200.00
1310	Dorothy Ann Cheer Current	05/01/98 05/31/99	480.00	435.00	50.00	0.00	385.00	0.00	0.00	0.00	0.00	0.00	385.00	0.00	0.00	0.00	25.00	200.00	200.00	0.00	0.00	200.00
1311	Joe Sullivan Current	07/01/98 06/30/99	535.00	530.00	530.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00
1401	Barth Wiley Current	07/01/98 05/30/99	550.00	480.00	0.00	0.00	480.00	0.00	0.00	0.00	0.00	0.00	480.00	0.00	0.00	0.00	60.00	250.00	250.00	0.00	0.00	250.00
1402	TRANQUILINO PE Current	02/01/99 01/31/00	445.00	425.00	0.00	0.00	425.00	0.00	0.00	0.00	0.00	0.00	425.00	0.00	0.00	0.00	20.00	410.00	410.00	0.00	0.00	410.00
1403	Yolande Jarrett Current	08/01/98 07/31/99	445.00	420.00	0.00	0.00	420.00	0.00	0.00	0.00	0.00	0.00	420.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0.00	0.00
1404	David Hawkins Current	08/08/98 08/31/99	450.00	445.00	0.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	445.00	0.00	0.00	0.00	5.00	99.00	99.00	0.00	0.00	99.00
1405	Yvonne Miller Current	10/12/98 10/31/99	450.00	450.00	18.00	0.00	431.00	0.00	0.00	0.00	0.00	0.00	431.00	0.00	0.00	1.00	0.00	200.00	200.00	0.00	0.00	200.00
1406	Rodriguez Sanchez Current	09/01/98 09/31/99	450.00	435.00	0.00	0.00	435.00	0.00	0.00	0.00	0.00	0.00	435.00	0.00	0.00	0.00	15.00	200.00	200.00	0.00	0.00	200.00
1407	Cristal Abram Current	12/11/98 12/31/99	450.00	450.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	200.00	200.00	0.00	0.00	200.00
1408	MARRI HALL Current	03/27/98 03/31/99	480.00	445.00	0.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	445.00	0.00	0.00	0.00	15.00	445.00	445.00	0.00	0.00	445.00
1409	James Wellers Current	11/01/98	480.00	445.00	0.00	0.00	445.00	0.00	0.00	0.00	0.00	0.00	445.00	0.00	0.00	0.00	15.00	200.00	200.00	0.00	0.00	200.00

Regency Windsor Management Rent Roll Michigan Meadows Apartments (MMEADOWS) 01/26/99 through 02/24/99

Unit # Unit Type	Tenant Name Status	Lease Dates	Current Street Rent	Proable Lease Rent	Loss To Mort Use	Loss Vacancy Recovery	Unit Rent Due	Other Rent Due	Misc Charges	Security Deposit	Beginning Delinquent Rent	Prepaid Rent	Loss to Old Leases	Lost to Vacancy	Beginning Security Balance	Refunds	Applied To Damage & Rent	Ending Security Balance
VBMMZ/	Current	10/31/99													6,207.00			
1410 VBMMZ/	CONSTANTINO P Current	06/20/98 06/30/98	480.00	455.00	0.00	0.00	455.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	360.00	0.00	0.00	360.00
1411 VBMMZ/	Sean Walkers Current	10/09/98 10/31/99	535.00	535.00	0.00	0.00	535.00	0.00	65.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	200.00
1501 VBMMZ/	Cathy Simpson Current	07/10/98 07/31/99	550.00	545.00	0.00	0.00	545.00	0.00	30.00	0.00	0.00	0.00	0.00	5.00	745.00	0.00	0.00	745.00
1502 VBMMZ/	Jeanette D. Riggs Current	07/01/98 06/30/99	445.00	425.00	0.00	0.00	425.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	98.00	0.00	0.00	98.00
1503 VBMMZ/	Emaline Jarrell Current	06/01/98 05/31/99	445.00	420.00	50.00	0.00	370.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	370.00	0.00	0.00	370.00
1504 VBMMZ/	Patricia Ndongo Current	06/01/98 06/31/99	450.00	444.00	21.00	0.00	423.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	200.00	0.00	0.00	200.00
1505 VBMMZ/	Kim Stewart Current	09/01/98 06/31/99	450.00	435.00	12.00	0.00	423.00	0.00	0.00	0.00	0.00	0.00	7.00	15.00	98.00	0.00	0.00	98.00
1506 VBMMZ/	Teresa Morris Current	09/21/98 09/30/99	450.00	450.00	0.00	0.00	450.00	0.00	141.00	0.00	0.00	0.00	0.00	0.00	98.00	0.00	0.00	98.00
1507 VBMMZ/	Marvin Knappke Current	09/01/98 06/31/99	450.00	435.00	0.00	0.00	435.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	98.00	0.00	0.00	98.00
1508 VBMMZ/	NICOLE BULLUPS Current	05/15/98 05/31/99	460.00	455.00	0.00	0.00	455.00	0.00	25.00	0.00	0.00	0.00	0.00	5.00	200.00	0.00	0.00	200.00
1509 VBMMZ/	Barbara J. Overton Current	07/01/98 06/30/99	460.00	430.00	0.00	0.00	430.00	0.00	85.00	0.00	0.00	0.00	0.00	30.00	150.00	0.00	0.00	150.00
1510 VBMMZ/	Armando Sanchez Current	05/01/98 04/30/99	460.00	440.00	0.00	0.00	440.00	0.00	5.00	0.00	0.00	0.00	5.00	20.00	365.00	0.00	0.00	365.00
1511 VBMMZ/	VACANT		535.00	535.00										535.00	6,207.00			
1801 VBMM1/	CHARLES BAKER Current	04/01/98 03/31/99	365.00	345.00	0.00	0.00	345.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	345.00	0.00	0.00	345.00
1802 VBMM1/	ELLSWORTH ED Current	05/06/98 05/31/99	365.00	345.00	0.00	0.00	345.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	345.00	0.00	0.00	345.00
1803 VBMM1/	Jack Lee Doney Current	05/01/98 04/30/99	365.00	370.00	185.00	0.00	185.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	100.00	0.00	0.00	100.00
1804 VBMM1/	Cynthia Gibson Current	06/07/98 06/31/99	360.00	365.00	0.00	0.00	365.00	0.00	35.00	0.00	0.00	0.00	0.00	5.00	200.00	0.00	0.00	200.00
1805 VBMM1/	Sharon Anne Olive Current	04/01/98 03/31/99	360.00	375.00	0.00	0.00	375.00	0.00	0.00	0.00	0.00	0.00	375.00	15.00	130.00	0.00	0.00	130.00
1806 VBMM1/	CHRISTINA McGal Current	08/15/98 05/31/99	360.00	365.00	19.00	0.00	366.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	98.00	0.00	0.00	98.00

Regency Windsor Management Rent Roll Michigan Meadows Apartments (MMEADOWS) 01/26/99 through 02/24/99

Page 10
2/24/99
02:50 PM

Unit # Unit Type	Tenant Name Status	Lease Dates	Current Street Rent	Possible Lease Rent	Loss To Mgmt Use	Loss Vacancy Recovery	Unit Rent Due	Other Rent Due	Misc Charges	Security Deposit	Beginning Delinquent	Prepaid Rent	Total Paid	Balance D Vacated Units	Ending Delinquent	Prepaid Rent	Loss to Old Leases	Loss to Vacancy	Beginning Security Balance	Refunds	Applied To Damage & Rent	Ending Security Balance
1607 VMAH1/	John Ledman Current	12/01/98 11/30/99	360.00	375.00	17.00	0.00	358.00	0.00	0.00	0.00	0.00	0.00	358.00	0.00	0.00	0.00	15.00	0.00	54.00	0.00	0.00	54.00
1608 VMAH1/	Julij A. Nemykovich Current	03/01/98 02/28/99	400.00	370.00	19.00	0.00	351.00	0.00	0.00	0.00	0.00	0.00	351.00	0.00	0.00	0.00	30.00	0.00	130.00	0.00	0.00	130.00
1609 VMAH1/	MORHAZLIN HAS Current	03/27/98 03/31/99	400.00	345.00	0.00	0.00	345.00	0.00	60.00	0.00	0.00	0.00	405.00	0.00	0.00	0.00	55.00	0.00	345.00	0.00	0.00	345.00
1610 VMAH1/	Steford Stines Current	06/01/98 05/31/99	400.00	365.00	0.00	0.00	365.00	0.00	105.00	0.00	0.00	0.00	0.00	0.00	490.00	0.00	15.00	0.00	200.00	0.00	0.00	200.00
1611 VMAH1/	Aaron A. Peterson Current	06/01/98 05/31/99	420.00	415.00	21.00	0.00	394.00	0.00	0.00	0.00	0.00	0.00	394.00	0.00	0.00	0.00	5.00	0.00	275.00	0.00	0.00	275.00
1701 VMAH1/	Garmen Calderon Current	06/01/98 05/31/99	365.00	370.00	0.00	0.00	370.00	0.00	0.00	0.00	0.00	0.00	370.00	0.00	0.00	0.00	15.00	0.00	200.00	0.00	0.00	200.00
1702 VMAH1/	KP MCWILLIAMS Current	11/01/98 07/31/99	365.00	360.00	14.00	0.00	368.00	0.00	0.00	0.00	0.00	1.00	366.00	0.00	0.00	1.00	5.00	0.00	200.00	0.00	0.00	200.00
1703 VMAH1/	Rene Arango Current	09/01/98 06/31/99	365.00	365.00	0.00	0.00	365.00	0.00	0.00	0.00	0.00	0.00	365.00	0.00	0.00	0.00	0.00	0.00	365.00	0.00	0.00	365.00
1704 VMAH1/	COLT COOKSEY Current	03/28/98 03/31/99	360.00	345.00	0.00	0.00	345.00	0.00	0.00	0.00	0.00	0.00	345.00	0.00	0.00	0.00	45.00	0.00	345.00	0.00	0.00	345.00
1705 VMAH1/	VACANT		360.00	360.00														360.00	6,742.00			
1706 VMAH1/	Albert Downey Current	09/05/98 09/30/99	360.00	360.00	0.00	0.00	360.00	0.00	0.00	0.00	0.00	0.00	360.00	0.00	0.00	0.00	0.00	0.00	98.00	0.00	0.00	98.00
1707 VMAH1/	Donna Wilson Current	06/01/98 07/31/99	360.00	360.00	0.00	0.00	360.00	20.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00	10.00	0.00	198.00	0.00	0.00	198.00
1708 VMAH1/	Patricia A. Lucas Current	10/01/98 08/30/99	400.00	400.00	0.00	0.00	400.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	100.00
1709 VMAH1/	TARSHA PARKER Current	02/20/98 02/28/99	400.00	345.00	0.00	0.00	345.00	0.00	30.00	0.00	0.00	0.00	375.00	0.00	0.00	0.00	55.00	0.00	345.00	0.00	0.00	345.00
1710 VMAH1/	Paula Duckett Current	12/11/98 12/31/99	400.00	400.00	0.00	0.00	400.00	0.00	10.00	0.00	0.00	0.00	405.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	200.00
1711 VMAH1/	Wayne L. Jennings Current	04/01/97 04/30/98	420.00	415.00	20.00	0.00	395.00	0.00	0.00	0.00	0.00	0.00	395.00	0.00	0.00	0.00	5.00	0.00	395.00	0.00	0.00	395.00
1801 VMAH1/	Thomas Aye Current	04/01/98 03/31/99	365.00	370.00	0.00	0.00	370.00	0.00	0.00	0.00	0.00	0.00	370.00	0.00	0.00	0.00	15.00	0.00	100.00	0.00	0.00	100.00
1802 VMAH1/	Lawrence Johnson Current	12/11/98 12/31/99	365.00	365.00	58.00	0.00	327.00	0.00	2.34	0.00	0.00	0.00	327.00	0.00	0.00	0.00	0.00	0.00	7,132.00	0.00	0.00	0.00
1803 VMAH1/	JOHN HAMMOND Current	12/16/97 12/31/98	365.00	350.00	0.00	0.00	350.00	0.00	0.00	0.00	0.00	0.00	350.00	0.00	0.00	0.00	35.00	0.00	200.00	0.00	0.00	200.00

Regency Windsor Management Rent Roll Michigan Meadows Apartments (MMEADOWS) 01/26/99 through 02/24/99

Unit #	Tenant Name	Lease Dates	Current Rent	Possible Rent	Loss To Vacancy	Unit Rent Due	Other Rent Due	Misc Charges	Security Deposit	Beginning Delinquent	Prepaid Rent	Total Paid	Balance Due	Ending Delinquent	Prepaid Rent	Loss To Old Lease	Loss To Vacancy	Beginning Security Balance	Refunds	Applied To Damage & Security Rent	Ending Security Balance
1804 VBM411/	Dae-Hye Kim Current	07/24/98 07/31/98	390.00	395.00	18.00	0.00	368.00	0.00	0.00	0.00	0.00	0.00	368.00	0.00	0.00	0.00	5.00	99.00	0.00	0.00	99.00
1805 VBM411/	SILVINO GARCIA Current	10/30/98 10/31/98	390.00	390.00	0.00	0.00	390.00	0.00	0.00	0.00	0.00	0.00	390.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	200.00
1806 VBM411/	THOMAS HALL Current	03/19/98 03/31/98	390.00	345.00	0.00	0.00	345.00	0.00	0.00	0.00	0.00	0.00	345.00	0.00	0.00	45.00	0.00	345.00	0.00	0.00	345.00
1807 VBM411/	Cesar August Sant Current	11/01/98 10/31/98	390.00	395.00	0.00	0.00	395.00	0.00	0.00	0.00	0.00	0.00	395.00	0.00	0.00	0.00	5.00	200.00	0.00	0.00	200.00
1808 VBM411/	Paul R. Kennell Current	02/01/99 02/01/99	400.00	395.00	19.00	0.00	376.00	0.00	0.00	0.00	0.00	0.00	376.00	0.00	0.00	0.00	5.00	220.00	0.00	0.00	220.00
1809 VBM411/	Doug Leneau Current	03/01/98 02/28/98	400.00	395.00	0.00	0.00	395.00	20.00	0.00	0.00	0.00	0.00	405.00	0.00	0.00	15.00	0.00	100.00	0.00	0.00	100.00
1810 VBM411/	David Carmelo Current	05/23/98 05/31/98	400.00	345.00	0.00	0.00	345.00	0.00	0.00	0.00	0.00	0.00	345.00	0.00	0.00	85.00	0.00	200.00	0.00	0.00	200.00
1811 VBM411/	VACANT		420.00	420.00													420.00	7,132.00			7,132.00
1901 VBM42/	Donna Miller Current	09/01/98 02/28/98	550.00	540.00	0.00	0.00	540.00	10.00	0.00	0.00	0.00	0.00	540.00	0.00	0.00	10.00	0.00	699.00	0.00	0.00	699.00
1902 VBM42/	MATIAZ MARTINE Current	12/01/98 11/30/98	445.00	443.00	0.00	0.00	443.00	0.00	0.00	0.00	0.00	0.00	443.00	0.00	0.00	2.00	0.00	200.00	0.00	0.00	200.00
1903 VBM42/	Lola Hadley Current	12/31/98 12/31/98	445.00	445.00	0.00	0.00	445.00	0.00	3.78	0.00	0.00	0.00	445.00	0.00	3.78	0.00	0.00	200.00	0.00	0.00	200.00
1904 VBM42/	Melissa Cabrera Move-In	02/01/99 01/31/99	450.00	450.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	900.00	0.00	0.00	0.00	0.00	7,552.00	0.00	0.00	450.00
1905 VBM42/	Rony Rodriguez Move-In	02/19/98 02/28/98	450.00	450.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	50.00	0.00	7,552.00	0.00	0.00	200.00
1906 VBM42/	Robert L. Reeves Current	09/01/98 06/31/98	450.00	440.00	22.00	0.00	418.00	0.00	0.00	0.00	0.00	0.00	418.00	0.00	0.00	10.00	0.00	200.00	0.00	0.00	200.00
1907 VBM42/	John Stewart Current	11/01/98 10/31/98	450.00	445.00	22.00	0.00	423.00	0.00	0.00	0.00	0.00	0.00	423.00	0.00	0.00	5.00	0.00	200.00	0.00	0.00	200.00
1908 VBM42/	Berta Hesse Current	04/01/98 03/31/98	480.00	425.00	21.00	0.00	404.00	0.00	0.00	0.00	0.00	0.00	404.00	0.00	0.00	35.00	0.00	170.00	0.00	0.00	170.00
1909 VBM42/	Arnoldo Aray Garo Current	04/01/98 03/31/98	480.00	425.00	0.00	0.00	425.00	0.00	0.00	0.00	0.00	0.00	425.00	0.00	0.00	35.00	0.00	200.00	0.00	0.00	200.00
1910 VBM42/	Uinda Alexander Current	07/01/98 07/31/98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,852.00	0.00	0.00	0.00
1910 VBM42/	VACANT		480.00	480.00													480.00	200.00	200.00	0.00	0.00
1911 VBM42/	LIZA MARIE BOWEN	03/13/98	535.00	520.00	0.00	0.00	520.00	15.00	0.00	0.00	15.00	0.00	520.00	0.00	30.00	0.00	15.00	8,312.00	0.00	0.00	820.00

Regency Windsor Management Rent Roll Michigan Meadows Apartments (MMEADOWS) 01/26/99 through 02/24/99

Unit # Unit Type	Tenant Name Status	Lease Dates	Current Street Rent	Possible Lease Rent	Loss To Impmt Use	Loss Vacancy Recovery	Unit Rent Due	Other Rent Due	Misc Charges	Security Deposit	Beginning Disqun	Prepaid Rent	Total Paid	Balance D Vacated Units	Ending Disqun	Prepaid Rent	Loss to Old Leases	Loss to Vacancy	Beginning Security Balance	Refunds	Applied To Damage & Rent	Ending Security Balance
VBAM2/	Current	03/31/99																	8,312.00			0.00
2001 VBAM1/	Anthony Dillon Move-Out 2001 VACANT	11/13/98 11/30/99	0.00 385.00	0.00 385.00	0.00	0.00	385.00	0.00	0.00	0.00	385.00	0.00	0.00	770.00	0.00	0.00	0.00	0.00	200.00	0.00	200.00	0.00
2002 VBAM1/	Isabel Gomez Current	01/22/99 01/31/00	385.00	385.00	0.00	0.00	385.00	0.00	2.28	0.00	0.00	0.00	385.00	0.00	2.28	0.00	0.00	0.00	200.00	0.00	0.00	200.00
2003 VBAM1/	Edu Nicolas Current	09/23/98 09/30/98	385.00	385.00	0.00	0.00	385.00	0.00	0.00	0.00	0.00	0.00	385.00	0.00	0.00	0.00	0.00	0.00	98.00	0.00	0.00	98.00
2004 VBAM1/	Abel Castro Move-In	02/13/99 02/28/00	380.00	380.00	0.00	0.00	208.00	0.00	0.00	200.00	0.00	18.00	424.00	0.00	0.00	0.00	0.00	0.00	8,312.00	0.00	0.00	200.00
2005 VBAM1/	Ross Bowling Current	09/11/98 08/31/99	390.00	390.00	0.00	0.00	390.00	0.00	0.00	0.00	0.00	199.72	380.00	0.00	0.00	199.72	10.00	0.00	200.00	0.00	0.00	200.00
2006 VBAM1/	David Hergenroth Current	11/01/98 10/31/98	390.00	390.00	0.00	0.00	390.00	0.00	0.00	0.00	0.00	0.00	385.00	0.00	0.00	0.00	5.00	0.00	100.00	0.00	0.00	100.00
2007 VBAM1/	Amy M. Wolf Current	06/22/97 06/30/98	390.00	390.00	0.00	0.00	390.00	0.00	0.00	0.00	0.00	0.00	385.00	0.00	0.00	0.00	5.00	0.00	320.00	0.00	0.00	320.00
2008 VBAM1/	Mauling King Current	11/01/98 10/31/98	400.00	400.00	0.00	0.00	395.00	0.00	0.00	0.00	0.00	0.00	365.00	0.00	10.00	0.00	5.00	0.00	100.00	0.00	0.00	100.00
2009 VBAM1/	VACANT		400.00	400.00														400.00	8,494.00			
2100 VBAM1/	GUADALUPE SAN Current	04/24/98 04/30/99	400.00	345.00	0.00	0.00	345.00	0.00	0.00	0.00	0.00	0.00	345.00	0.00	0.00	0.00	55.00	0.00	345.00	0.00	0.00	345.00
2101 VBAM1/	John Ladd Current	10/09/98 10/31/98	420.00	420.00	113.00	0.00	307.00	0.00	98.90	0.00	0.00	0.00	405.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2101 VBAM1/	Jimmy Robertson Move-Out 2101 VACANT	07/24/98 07/31/98	0.00 385.00	0.00 385.00	0.00	0.00	380.00	0.00	0.00	0.00	700.00	0.00	0.00	1,140.00	0.00	0.00	0.00	0.00	380.00	0.00	380.00	0.00
2102 VBAM1/	BYRON B. MURPHY Current	12/01/98 11/30/99	385.00	385.00	0.00	0.00	385.00	0.00	0.00	0.00	0.00	0.00	385.00	0.00	0.00	0.00	0.00	0.00	8,598.00	0.00	0.00	380.00
2103 VBAM1/	Emette Goss Current	12/01/98 11/30/99	385.00	385.00	0.00	0.00	385.00	15.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00	0.00	0.00	8,598.00	0.00	0.00	200.00
2104 VBAM1/	Enrique Boyzo Current	10/13/98 10/31/99	390.00	390.00	0.00	0.00	390.00	0.00	0.00	0.00	0.00	0.00	390.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	200.00
2105 VBAM1/	Darryl Chambers Current	08/01/98 01/31/99	390.00	390.00	0.00	0.00	395.00	0.00	0.00	0.00	490.00	0.00	400.00	0.00	485.00	0.00	-6.00	0.00	200.00	0.00	0.00	200.00
2106 VBAM1/	Frederick A. Rento Current	11/01/98 10/31/99	390.00	390.00	0.00	0.00	385.00	0.00	0.00	0.00	0.00	0.00	385.00	0.00	0.00	0.00	5.00	0.00	150.00	0.00	0.00	150.00
2107 VBAM1/	BRIAN SANDERS	11/01/98	390.00	390.00	0.00	0.00	390.00	0.00	0.00	0.00	4.00	0.00	398.00	0.00	8.00	0.00	0.00	0.00	385.00	0.00	0.00	385.00

Regency Windsor Management Rent Roll Michigan Meadows Apartments (MMEADOWS) 01/26/99 through 02/24/99

Unit # Unit Type	Tenant Name Status	Lease Dates	Current Street Rent	Possible Lease Rent	Loss To Mgmt Use	Loss Vacancy Recovery	Unit Rent Due	Other Rent Due	Misc Charges	Security Deposit	Beginning Delinquent	Prepaid Rent	Total Paid	Balance D Vacated Units	Ending Delinquent	Prepaid Rent	Loss to Old Leases	Loss to Vacancy	Beginning Security Balance	Refunds	Applied To Damage & Rent	Ending Security Balance
VBM11/	Current	10/31/98																	8,899.00			
2108 VBM11/	JULIE M. Mann Current	12/12/98 12/31/99	400.00	400.00	0.00	0.00	400.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	200.00
2109 VBM11/	Joni Cox Current	09/01/98 08/31/99	400.00	390.00	0.00	0.00	390.00	10.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00	10.00	0.00	150.00	0.00	0.00	150.00
2110 VBM11/	John Person Current	05/22/98 05/31/99	400.00	345.00	0.00	0.00	345.00	0.00	0.00	0.00	0.00	0.00	345.00	0.00	0.00	0.00	55.00	0.00	200.00	0.00	0.00	200.00
2111 VBM11/	Melody Stevens Current	07/01/98 06/30/99	420.00	390.00	0.00	0.00	390.00	15.00	0.00	0.00	5.00	0.00	400.00	0.00	10.00	0.00	30.00	0.00	199.00	0.00	0.00	199.00
2201 VBM12/	Rita Baugh Current	01/01/99 12/31/99	445.00	433.00	0.00	13.00	433.00	0.00	0.00	0.00	0.00	0.00	433.00	0.00	0.00	0.00	12.00	0.00	100.00	0.00	0.00	100.00
2202 VBM12/	Amy Davis Current	07/01/98 06/30/99	550.00	545.00	35.00	0.00	510.00	10.00	0.00	0.00	0.00	0.00	520.00	0.00	0.00	0.00	5.00	0.00	200.00	0.00	0.00	200.00
2203 VBM12/	William R. Hill Current	05/01/98 04/30/99	345.00	335.00	0.00	0.00	335.00	0.00	0.00	0.00	0.00	0.00	335.00	0.00	0.00	0.00	10.00	0.00	200.00	0.00	0.00	200.00
2204 VBM12/	Jodie L. Wilson Current	08/13/98 06/30/99	555.00	550.00	0.00	0.00	550.00	0.00	35.00	0.00	0.00	0.00	565.00	0.00	0.00	0.00	5.00	0.00	150.00	0.00	0.00	150.00
2205 VBM12/	Jean Anderson Current	10/01/98 09/30/99	555.00	555.00	28.00	0.00	527.00	0.00	60.00	0.00	0.00	0.00	587.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	150.00
2206 VBM12/	William T. Oulew Current	05/01/98 04/30/99	350.00	335.00	0.00	0.00	335.00	0.00	0.00	0.00	0.00	0.00	335.00	0.00	0.00	0.00	15.00	0.00	150.00	0.00	0.00	150.00
2207 VBM12/	John R. Burdick Current	09/01/98 08/31/99	350.00	340.00	12.00	0.00	328.00	0.00	0.00	0.00	0.00	0.00	328.00	0.00	0.00	0.00	10.00	0.00	225.00	0.00	0.00	225.00
2208 VBM12/	Michael A. Kimes Current	07/01/98 06/30/99	595.00	545.00	50.00	0.00	495.00	0.00	0.00	0.00	0.00	88.00	495.00	0.00	0.00	88.00	20.00	0.00	495.00	0.00	0.00	495.00
2209 VBM12/	Derrick Payne Current	03/16/98 03/31/99	595.00	550.00	0.00	0.00	550.00	0.00	0.00	0.00	0.00	0.00	550.00	0.00	0.00	0.00	15.00	0.00	100.00	0.00	0.00	100.00
2210 VBM12/	Schwendeman Current	08/01/98 07/31/99	390.00	365.00	17.00	0.00	338.00	0.00	0.00	0.00	0.00	0.00	338.00	0.00	0.00	0.00	5.00	0.00	90.00	0.00	0.00	90.00
2211 VBM12/	LARRY LAFOLLET Current	08/20/98 08/30/99	370.00	365.00	0.00	0.00	365.00	0.00	25.00	0.00	0.00	0.00	365.00	0.00	0.00	0.00	5.00	0.00	200.00	0.00	0.00	200.00
2201 VBM12/	ROBERT E. BILLS Current	04/04/98 04/30/99	445.00	430.00	0.00	0.00	430.00	0.00	0.00	0.00	0.00	0.00	430.00	0.00	0.00	0.00	15.00	0.00	445.00	0.00	0.00	445.00
2202 VBM12/	Marc Hood Current	09/01/98 07/31/99	550.00	525.00	0.00	0.00	525.00	0.00	0.00	0.00	0.00	0.00	525.00	0.00	0.00	0.00	25.00	0.00	200.00	0.00	0.00	200.00
2203 VBM12/	Kris J. Kichas Current	08/01/98 07/31/99	345.00	340.00	0.00	0.00	340.00	0.00	60.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00	5.00	0.00	165.00	0.00	0.00	165.00
2204 VBM12/	Michael Moss Current	09/14/98 08/31/99	555.00	550.00	0.00	0.00	550.00	0.00	0.00	0.00	0.00	0.00	550.00	0.00	0.00	0.00	5.00	0.00	550.00	0.00	0.00	550.00

Regency Windsor Management Rent Roll Michigan Meadows Apartments (MMEADOWS) 01/26/99 through 02/24/99

Unit #	Tenant Name	Lease Dates	Current Street Rent	Possible Lease Rent	Loss To Inpt Unit	Loss Vacancy Recovery	Unit Rent Due	Other Rent Due	Misc Charges	Security Deposit	Beginning Delinquent	Prepaid Rent	Loss To Old Leases	Loss To Vacancy	Beginning Security Balance	Refunds	Applied To Damage & Rent	Ending Security Balance
2205	PORFIRIO ARTEA	12/04/98 05/31/99	555.00	540.00	0.00	0.00	540.00	0.00	38.40	0.00	0.00	0.00	0.00	-25.00	435.00	0.00	0.00	435.00
2308	Tucker V. Kodakis	02/01/99 07/31/99	350.00	350.00	0.00	0.00	350.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	100.00
2307	Woodson E. Green	07/01/98 06/30/99	350.00	345.00	20.00	0.00	325.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	100.00	0.00	0.00	100.00
2309	Jose M. Gonzalez	05/09/98 05/31/99	565.00	550.00	0.00	0.00	550.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	200.00	0.00	0.00	200.00
2309	Yancy Jackson	06/01/98 06/30/98	565.00	575.00	0.00	0.00	575.00	0.00	60.00	0.00	0.00	0.00	0.00	-10.00	200.00	0.00	0.00	200.00
2310	SHARPAR SALEH	11/19/98 05/31/99	380.00	365.00	0.00	0.00	365.00	0.00	0.00	0.00	0.00	0.00	0.00	-25.00	200.00	0.00	0.00	200.00
2311	NOEM ARTEAGA	10/01/98 02/21/99	370.00	370.00	0.00	0.00	370.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	200.00
MSC	Miscellaneous Inco		0.00	0.00	0.00	0.00	0.00	0.00	3,633.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unit-01	Section 8 overpays		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	220.00	0.00	0.00	0.00	0.00	0.00	0.00
Unit-01	VACANT		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unit-02	System Substnd	02/10/99	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unit-02	VACANT	02/11/99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unit-03	VACANT		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unit-04	VACANT		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unit-05	VACANT		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Charge Register MMEADOWS - Michigan Meadows Apartments

Charge Ctrl # Receipt Ctrl #	Reference Status	Date Due Pay Month	Code	Name	Charge Amount	Amount Paid	Account A/R Acct	Account Name Notes
7725 :Recur		02/01/99	MMSMITHZ	Smith	-22.00	-22.00	410-00-50	Senior Citizen Discounts
8233 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
7728 :Recur		02/01/99	MMSmithg	Smith	-23.00	-23.00	410-00-50	Senior Citizen Discounts
8422 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
7734 :Recur		02/01/99	MMKENNEM	Kennebrew	-22.00	-22.00	410-00-50	Senior Citizen Discounts
8385 :paid		02/99	MMEADOWS				120-05-00	SENIOR DISCOUNT
7746 :Recur		02/01/99	MMSANDER	Sanders	-27.00	-27.00	410-00-50	Senior Citizen Discounts
8650 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
8627 :paid		02/99						
8650 :Recur		02/01/99	MMTAYLO	Taylor	-20.00	-20.00	410-00-50	Senior Citizen Discounts
7734 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
8504 :paid		02/99	MMROBINC	Robinson	-22.00	-22.00	410-00-50	Senior Citizen Discounts
7768 :Recur		02/01/99	MMROBINC				120-05-00	SENIOR DISCOUNT
8322 :paid		02/99	MMGOODJ	Good	-20.00	-20.00	410-00-50	Senior Citizen Discounts
7808 :Recur		02/01/99	MMGOODJ				120-05-00	Senior Discount
8519 :paid		02/99	MMEADOWS				120-05-00	Senior Citizen Discounts
7813 :Recur		02/01/99	MMCAMERR	Cameron	-22.00	-22.00	410-00-50	Senior Citizen Discounts
8328 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
7828 :Recur		02/01/99	MMHINERD	Hiner	-18.00	-18.00	410-00-50	Senior Citizen Discounts
8345 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
7830 :Recur		02/01/99	MMBOWMAE	Bowman	-20.00	-20.00	410-00-50	Senior Citizen Discounts
8330 :paid		02/99	MMEADOWS				120-05-00	Senior discount
7834 :Recur		02/01/99	MMJOURNO	Journey	-22.00	-22.00	410-00-50	Senior Citizen Discounts (Orig Ctrl:MM,139)
8302 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
7846 :Recur		02/01/99	MMWATKIA	Watkins	-27.00	-27.00	410-00-50	Senior Citizen Discounts
8411 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
7848 :Recur		02/01/99	MMROWLEG	Rowlette	-25.00	-25.00	410-00-50	Senior Citizen Discounts
8432 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
7853 :Recur		02/01/99	MMPOULAG	Poulakos	-21.00	-21.00	410-00-50	Senior Citizen Discounts
8305 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
7855 :Recur		02/01/99	MMWOLFJ	Wolfa	-21.00	-21.00	410-00-50	Senior Citizen Discounts (Orig Ctrl:MM,138)
8291 :paid		02/99	MMEADOWS				120-05-00	Senior Citizen Discounts
7857 :Recur		02/01/99	MMSTOWELJ	Stowers	-45.00	-45.00	410-00-50	Senior Citizen Discounts
8352 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
7867 :Recur		02/01/99	MMMillin	Milliner	-19.00	-19.00	410-00-50	Senior Citizen Discounts
8407 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
7899 :Recur		02/01/99	MMLEDMAJ	Ledman	-17.00	-17.00	410-00-50	Senior Citizen Discounts
8257 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
7901 :Recur		02/01/99	MMNIMYLJ	Nimiyovich	-19.00	-19.00	410-00-50	Senior Citizen Discounts (Orig Ctrl:MM,140)
8320 :paid		02/99	MMEADOWS				120-05-00	SENIOR CITIZEN DISCOUNT
7937 :Recur		02/01/99	MMREEVER	Reeves	-22.00	-22.00	410-00-50	Senior Citizen Discounts
8231 :paid		02/99	MMEADOWS				120-05-00	Senior Citizen Discount (Orig Ctrl:VB,6048)
7939 :Recur		02/01/99	MMSTEWAJ	Stewart	-22.00	-22.00	410-00-50	Senior Citizen Discounts
8329 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
7941 :Recur		02/01/99	MMHAASEB	Haase	-21.00	-21.00	410-00-50	Senior Citizen Discounts
8427 :paid		02/99	MMEADOWS				120-05-00	SENIOR CITIZEN DISCOUNT
7981 :Recur		02/01/99	MMBUNTEJ	Bunten	-12.00	-12.00	410-00-50	Senior Citizen Discounts
8234 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
7996 :Recur		02/01/99	MMGREENW	Green	-20.00	-20.00	410-00-50	Senior Citizen Discounts
8232 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
8018 :paid		02/01/99	MMKENNEP	Kennett	-19.00	-19.00	410-00-50	Senior Citizen Discounts
8288 :paid		02/99	MMEADOWS				120-05-00	Senior Discount
TOTAL					-548.00	-548.00		

Charge Register
MMEADOWS - Michigan Meadows Apartments

Charge Ctrl # Receipt Ctrl #	Reference Status	Date Due Pay Mnth	Code	Name	Charge Amount	Amount Paid	Account AIR Acct	Account Name Notes
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Charge Register MMEADOWS - Michigan Meadows Apartments

Charge Ctrl # Receipt Ctrl #	Reference Status	Date Due Pay Month	Code	Name	Charge Amount	Amount Paid	Account AR Acct	Account Name Notes
7701 :Recur		02/01/99	MMRamsey	Ramsey	-22.00	-22.00	410-00-60	Student / Faculty Discounts
8344 :paid		02/99	MMAllocco	Allocco	-23.00	-23.00	410-00-60	Student / Faculty Discounts
7743 :Recur		02/01/99	MMAllocco	Allocco	-23.00	-23.00	410-00-60	Student / Faculty Discounts
8295 :paid		02/99	MMBAUMGR	Baumgart	-22.00	-22.00	410-00-60	Student / Faculty Discounts
7757 :Recur		02/01/99	MMBAUMGR	Baumgart	-22.00	-22.00	410-00-60	Student / Faculty Discounts
8380 :paid		02/99	MMBAUMGR	Baumgart	-22.00	-22.00	410-00-60	Student / Faculty Discounts
7764 :Recur		02/01/99	MMBilal	Dillard	-22.00	-22.00	410-00-60	Student / Faculty Discounts
8298 :paid		02/99	MMBilal	Dillard	-22.00	-22.00	410-00-60	Student / Faculty Discounts
7774 :Recur		02/01/99	MMKing	King	-19.00	-19.00	410-00-60	Student / Faculty Discounts
8350 :paid		02/99	MMCKINNEY	McKINNEY	-21.00	-21.00	410-00-60	Student / Faculty Discounts
7782 :Recur		02/01/99	MMCKINNEY	McKINNEY	-21.00	-21.00	410-00-60	Student / Faculty Discounts
8416 :paid		02/99	MMGOULDIN	GOULDIN	-19.00	-19.00	410-00-60	Student / Faculty Discounts
7784 :Recur		02/01/99	MMGOULDIN	GOULDIN	-19.00	-19.00	410-00-60	Student / Faculty Discounts
8425 :paid		02/99	MMKIRKE	Kirk	-19.00	-19.00	410-00-60	Student / Faculty Discounts
7788 :Recur		02/01/99	MMKIRKE	Kirk	-19.00	-19.00	410-00-60	Student / Faculty Discounts
8436 :paid		02/99	MMBROOKS	BROOKS	-19.00	-19.00	410-00-60	Student / Faculty Discounts
7792 :Recur		02/01/99	MMBROOKS	BROOKS	-19.00	-19.00	410-00-60	Student / Faculty Discounts
8449 :paid		02/99	MMPIPpen	Pippen	-20.00	-20.00	410-00-60	Student / Faculty Discounts
7796 :Recur		02/01/99	MMPIPpen	Pippen	-20.00	-20.00	410-00-60	Student / Faculty Discounts
8353 :paid		02/99	MMWick	Wick	-22.00	-22.00	410-00-60	Student / Faculty Discounts
7811 :Recur		02/01/99	MMWick	Wick	-22.00	-22.00	410-00-60	Student / Faculty Discounts
8463 :paid		02/99	MMMARTTO	MARTIN	-19.00	-19.00	410-00-60	Student / Faculty Discounts
7821 :Recur		02/01/99	MMMARTTO	MARTIN	-19.00	-19.00	410-00-60	Student / Faculty Discounts
8626 :paid		02/99	MMNDongo	Ndongo	-21.00	-21.00	410-00-60	Student / Faculty Discounts
7881 :Recur		02/01/99	MMNDongo	Ndongo	-21.00	-21.00	410-00-60	Student / Faculty Discounts
8406 :paid		02/99	MMSTEWAK	Stewart	-12.00	-12.00	410-00-60	Student / Faculty Discounts
7883 :Recur		02/01/99	MMSTEWAK	Stewart	-12.00	-12.00	410-00-60	Student / Faculty Discounts
8513 :paid		02/99	MMMcGair	McGair	-19.00	-19.00	410-00-60	Student / Faculty Discounts
7897 :Recur		02/01/99	MMMcGair	McGair	-19.00	-19.00	410-00-60	Student / Faculty Discounts
8333 :paid		02/99	MMPaltea	Patterson	-21.00	-21.00	410-00-60	Student / Faculty Discounts
7905 :Recur		02/01/99	MMPaltea	Patterson	-21.00	-21.00	410-00-60	Student / Faculty Discounts
8284 :paid		02/99	MMCYWILK	MCWILLIAMS	-14.00	-14.00	410-00-60	Student / Faculty Discounts
7908 :Recur		02/01/99	MMCYWILK	MCWILLIAMS	-14.00	-14.00	410-00-60	Student / Faculty Discounts
8404 :paid		02/99	MMJenniw	Jennings	-20.00	-20.00	410-00-60	Student / Faculty Discounts
7918 :Recur		02/01/99	MMJenniw	Jennings	-20.00	-20.00	410-00-60	Student / Faculty Discounts
8460 :paid		02/99	MMKim	Kim	-19.00	-19.00	410-00-60	Student / Faculty Discounts
7924 :Recur		02/01/99	MMKim	Kim	-19.00	-19.00	410-00-60	Student / Faculty Discounts
8269 :paid		02/99	MMDAVISA	Davis	-25.00	-25.00	410-00-60	Student / Faculty Discounts
7973 :Recur		02/01/99	MMDAVISA	Davis	-25.00	-25.00	410-00-60	Student / Faculty Discounts
8382 :paid		02/99	MMANDERSON	Anderson	-28.00	-28.00	410-00-60	Student / Faculty Discounts
7978 :Recur		02/01/99	MMANDERSON	Anderson	-28.00	-28.00	410-00-60	Student / Faculty Discounts
8550 :paid		02/99	MMSchwen	Schwendeman	-17.00	-17.00	410-00-60	Student / Faculty Discounts
7986 :Recur		02/01/99	MMSchwen	Schwendeman	-17.00	-17.00	410-00-60	Student / Faculty Discounts
8332 :paid		02/99	MMKADAKT	Kadakia	0.00	0.00	410-00-60	Student / Faculty Discounts
7994 :Recur		02/01/99	MMKADAKT	Kadakia	0.00	0.00	410-00-60	Student / Faculty Discounts
							120-05-00	STUDENT DISCOUNT (OrigCtrl:MM,135)
TOTAL					-443.00	-443.00		

Charge Register
MMEADOWS - Michigan Meadows Apartments

Charge Ctrl # Receipt Ctrl #	Reference Status	Date Due Pay Mnth	Code	Name	Charge Amount	Amount Paid	Account A/R Acct	Account Name Notes
7790	:Recur unpaid	02/01/99	MMMini MMEADOWS	Mini Model	-390.00	0.00	410-00-70	Model Apartments
7842	:Recur unpaid	02/01/99	MMMODEL MMEADOWS	M O D E L	-450.00	0.00	120-05-00	Mini Model
						0.00	410-00-70	Model Apartments
							120-05-00	Model Apartment (Orig Ctrl: VB, 6017)
TOTAL					-840.00	0.00		0.00

Charge Register
MMEADOWS - Michigan Meadows Apartments

Charge Ctrl # Received Ctrl #	Reference Status	Date Due Pay Month	Code	Name	Charge Amount	Amount Paid	Account A/R Acct	Account Name Notes
7840	:Recur unpaid	02/01/99	MMOFFICE MMEADOWS	OFFICE	-450.00	0.00	410-00-80 120-05-00	Other Management Use Management Use - Office (OrigCtrl:VB,6016)
TOTAL					-450.00	0.00		
						0.00		

**Delinquent Payment
Michigan Meadows Apartments (MMEADOWS)**

Code	Name	Unit	Move In	Amount Receivable	0-30 Days	30-60 Days	60-90 Days	Over 90 Days	Last Pmnt	Pmnt Amt
mmtowns	Townsend	0202	04/04/97	585.00	400.00	145.00	0.00	40.00	02/05/99	200.00
MMCARDEN	CARDENAS	0205	06/05/98	190.00	190.00	0.00	0.00	0.00	02/22/99	200.00
MMJones	Jones	0406	10/03/98	30.84	30.84	0.00	0.00	0.00	02/08/99	200.00
MMPEOPLA	Peoples	0903	04/01/96	370.00	370.00	0.00	0.00	0.00	01/05/99	370.00
MMWick	Wick	1002	11/28/98	2.37	2.37	0.00	0.00	0.00	02/08/99	200.00
MMWynne	Wynne	1104	08/28/98	12.31	0.00	0.00	12.31	0.00	02/08/99	390.00
MMStines	Stines	1610	05/21/97	490.00	490.00	0.00	0.00	0.00	02/23/99	-450.00
MMHazzley	Miller	1901	08/15/96	10.00	10.00	0.00	0.00	0.00	02/08/99	440.00
MMHazzley	Hazzley	1903	12/31/98	3.78	3.78	0.00	0.00	0.00	02/05/99	500.00
MMBONNELL	BONNELL	1911	03/13/98	30.00	15.00	15.00	0.00	0.00	02/08/99	385.00
MMGomez	Gomez	2002	01/22/98	2.28	2.28	0.00	0.00	0.00	02/08/99	385.00
MMKINGM	King	2105	10/19/96	10.00	10.00	90.00	0.00	0.00	02/01/99	400.00
MMchambd	Chambers	2107	07/18/97	485.00	395.00	0.00	0.00	0.00	02/02/99	8.00
MMSANDBR	SANDERS	2107	10/24/97	8.00	8.00	0.00	0.00	0.00	02/02/99	200.00
MMskeenn	Skeens	2111	06/22/97	10.00	10.00	0.00	0.00	0.00	02/08/99	200.00
				2,239.58	1,937.27	250.00	12.31	40.00		

Prepayment Register MMEADOWS - Michigan Meadows Apartments

Page 1
2/24/99
02:47 PM

Receipt Number	Tenant	Date	Post Month	Revenue Account	Receivable Account	Amount	Auto Apply	Charge Code	Effective Date
MMEADOWS	Michigan Meadows Apartments								
8228	MMAdam1 - Adams Mark Hotel	01/27/99	02/99	210-05-00		445.00	Yes		
8229	MMAdam2 - Adams Mark Hotel	01/27/99	02/99	210-05-00		465.00	Yes		
8316	MMBUTLER - Butler	02/02/99	02/99	210-05-00		10.00	Yes		
8295	MMAllocc - Allocco	02/01/99	02/99	210-05-00		1.00	Yes		
8287	MMLIMBAC - LIMBROCK	02/01/99	02/99	210-05-00		44.00	Yes		
8298	MMdilat - Dilard	02/02/99	02/99	210-05-00		6.00	Yes		
8286	MMSTERGM - Stenger	02/01/99	02/99	210-05-00		304.00	Yes		
8251	MMSTERGM - Stenger	02/01/99	02/99	210-05-00		61.00	Yes		
8445	MMarnoc - Arnold	02/05/99	02/99	210-05-00		1.00	Yes		
8337	MMFRESHM - Fresh	02/04/99	02/99	210-05-00		89.00	Yes		
8303	MMWHITLF - Whitlock	02/02/99	02/99	210-05-00		30.00	Yes		
8569	MMAvant - Avant	02/15/99	02/99	210-05-00		125.00	Yes		
8570	MMAvant - Avant	02/15/99	02/99	210-05-00		200.00	Yes		
8571	MMAvant - Avant	02/15/99	02/99	210-05-00		200.00	Yes		
8626	MMARTTO - MARTIN	02/22/99	02/99	210-05-00		1,096.00	Yes		
8614	MMHollis - Hollister	02/22/99	02/99	210-05-00		0.03	Yes		
7992	MMPUCKE - Puckett	01/05/99	01/99	210-05-00		33.00	Yes		
8360	MMPUCKE - Puckett	02/04/99	02/99	210-05-00		100.00	Yes		
8411	MMWATKIA - Watkins	02/05/99	02/99	210-05-00		398.00	Yes		
8432	MMROWLEG - Rowlette	02/05/99	02/99	210-05-00		433.00	Yes		
8407	MMMillin - Miller	02/05/99	02/99	210-05-00		1.00	Yes		
8513	MMSTEWAK - Stewart	02/08/99	02/99	210-05-00		7.00	Yes		
8502	MMsanchez - Sanchez	02/08/99	02/99	210-05-00		5.00	Yes		
8613	MMOLIVES - Oliver	02/22/99	02/99	210-05-00		375.00	Yes		
8404	MMMCWILK - MCWILLIAMS	02/05/99	02/99	210-05-00		1.00	Yes		
8625	MMRodRon - Rodriguez	02/22/99	02/99	210-05-00		50.00	Yes		
8541	MMCasAB - Castro	02/12/99	02/99	210-05-00		16.00	Yes		
8239	MMBowlin - Bowling	02/01/99	02/99	210-05-00		98.72	Yes		
8301	MMBowlin - Bowling	02/02/99	02/99	210-05-00		100.00	Yes		
8245	MMKineam - Kineas, Sr.	02/01/99	02/99	210-05-00		47.00	Yes		
8448	MMKineam - Kineas, Sr.	02/05/99	02/99	210-05-00		41.00	Yes		
7746	MMSectio - Section 8 overpays	12/18/98	12/98	210-05-00		40.00	Yes		
8654	MMSectio - Section 8 overpays	02/01/99	02/99	210-05-00		175.00	Yes		
8636	MMSectio - Section 8 overpays	02/22/99	02/99	210-05-00		5.00	Yes		
						5,005.75			
						5,005.75			

Charge Register MMEADOWS - Michigan Meadows Apartments

Charge Ctr # Receipt Ctr #	Reference Status	Date Due Pay Month	Code	Name	Charge Amount	Amount Paid	Account A/R Acct	Account Name Notes
7836	Recur unpaid	02/01/99	MMSHERID MMEADOWS	SHERIFF'S DEPARTMENT	-460.00	0.00	410-00-30 120-05-00	Preferred Employer Discounts Management Use - Sheriff (Orig Ctr: VB 5992)
TOTAL					-460.00	0.00		0.00



Michigan Apartments

Move Out Notice Listing

Effective as of February 24, 1999

Apartment Number	Resident(s) Name	Notice Date	Move-In Date	Lease Dates	Lease Rent	Street Rent	Unit Type	Unit Description
Michigan Apartments								
0807	COLEMAN, REBECCA	2/28/99	2/28/98	2/28/98	345	390	1/1B	1 Bedroom 1 Bath - 2nd Floor
0905	CHIRINOS, MARCIO	3/5/99	2/21/98	9/1/98	385	390	1/1B	1 Bedroom 1 Bath - 2nd Floor
1704	COOKSEY, COLT	3/9/99	3/28/98	3/28/98	345	390	1/1B	1 Bedroom 1 Bath - 2nd Floor
0310	ARREOLA, LEONARDO	3/31/99	3/23/98	3/23/98	435	460	2/1C	2 Bedroom 1 Bath 3rd Floor
1204	Boyce, Marta	3/31/99	6/1/96	6/1/98	425	450	2/1B	2 Bedroom 1 Bath 2nd Floor
2209	Payne, Derrick	3/31/99	12/1/96	3/16/98	550	565	3/1C	3 Bedroom 1.5 Bath - 3rd Floor
0110	COX, ROBERT	4/30/99	4/18/98	4/18/98	445	460	2/1C	2 Bedroom 1 Bath 3rd Floor
1303	Miller, Jr., Joseph	4/30/99	4/12/97	5/1/98	400	445	2/1A	2 Bedroom 1 Bath 1st Floor

EXHIBIT M

Exhibit "M"
Contracts Schedule
Regency Michigan Meadows Limited Partnership

Michigan Meadows Apartments Leases

1. Whitmer Vend-O-Mat laundry contract dated 10-26-94 with \$19,000 up front and prorated over 60 months if terminated prior to end of 60 months. On September 26, 1997, assigned to Coinmach, Inc. by Whitmer.
2. Contract for snow removal with the Brickman Group, Ltd. dated November 20, 1998, for the 1998-1999 season.
3. Cable television agreement with American Cablevision of Indianapolis, Inc. dated September 13, 1982, and continues for the duration of the cable television franchise between the city of Indianapolis and American.
4. Agreement with Telephone Technologies, Inc. for one or more pay telephones and equipment and providing for certain commissions dated September 11, 1995, for a term of 5 years and shall automatically renew for such additional periods unless canceled by notice not later than 90 days before the contract expiration date.
5. Agreement for Marketing and Promotion of Ameritech Services dated March 13, 1998, by Ameritech Consumer Services with a group of apartments including the Michigan Meadows Apartments.
6. Reference to Management of the property, please see the Limited Partnership Agreement, dated June 1, 1979.

Michigan Plaza leases

- a) Lease agreement with Marsh Village Pantrys, Inc. dated January 7, 1981, and amended June 16, 1988 together with Amendment to Memorandum of Lease dated the same date pursuant to which the original term of lease was extended through May 31, 2003, and two separate and successive options to extend for additional terms of 5 years each was provided;
- b) Lease agreement with the Indianapolis-Marion County Public Library dated August 8, 1996, commencing upon the completion of renovation and ending 7 years thereafter, and with the right after completion of the fifth year to buy out the remaining 2 years at a liquidation fee equal to 3 months of the then-current minimum rental;
- c) Lease agreement with Charles Fitts and Cheryl Amonett, Allstate Insurance Agents, dated December 15, 1997 for a term of 3 years;
- d) Lease agreement with National Handicap Workshop, Inc. dated November 1, 1996 for a lease term commencing December 1, 1996 and terminating on November 30, 2000;
- e) Lease agreement with Woods & Graham Shopping Center dated September 10, 1998 with a commencement date of September 14, 1998 and terminating on September 30, 2000;
- f) Lease agreement with Nathaniel Washington dated January 5, 1999 with a lease term commencing on January 5, 1999 and terminating on December 31, 1999.

EXHIBIT N

Exhibit "N"

Certificates and Partnership Agreement

Regency Michigan Meadows Limited Partnership

1. Limited Partnership Agreement dated June 1, 1979.
2. Certificate of Limited Partnership dated June 18, 1979, and recorded in the Office of the Recorder of Marion County, Indiana, on June 29, 1979, as Instrument number 79-45833.
3. Amendment to Limited Partnership Agreement made as of January 1, 1993, to comply with the Revised Uniform Limited Partnership Act of Indiana.
4. Certificate of Indiana Limited Partnership to comply with the provisions of the Indiana Revised Uniform Limited Partnership Act to change the name of the partnership to Regency Michigan Meadows Limited Partnership filed with the Office of the Secretary of State of Indiana, Corporations Division, on March 22, 1993.

EXHIBIT O

FINANCIAL STATEMENTS

Regency Michigan Meadows Limited Partnership

1. Detailed Property Financial Statements:
 - A. Calendar 1996 (Unaudited)
 - B. Calendar 1997 (Unaudited)
 - C. Calendar 1998 (Unaudited)
 - D. February 1999 (Unaudited)

3/15/99

MM-Financial Statements

EXHIBIT "P"

(SEE CANTERBURY, TAB 1)

EXHIBIT Q

Exhibit "Q"
Knowledge Parties
Regency Michigan Meadows Limited Partnership

1. The following individuals located at the Regency Windsor Management, Inc. office at 1025 Flamevine Lane, Suite 3, Vero Beach, Florida 32963:
 - a) Roy H. Lambert
 - b) Philip A. Lambert
 - c) Neal R. Lohuis

2. The following individual located at the Regency Windsor Management, Inc. office located at 8500 North Keystone, Suite 530, Indianapolis, Indiana 46240:
 - a) John A. Purdie

3. Office of Regency Windsor Management Service, Inc. at 1701 Broadmoor Drive, suite 200, Champaign, Illinois 61821:
 - a) David C. Eades

EXHIBIT "R" - EXHIBIT "S"
(SEE CANTERBURY, TAB 1)

EXHIBIT T

EXHIBIT "T"

LEGAL DESCRIPTION

Parcel I:

A part of the South Half of the Northwest Quarter of Section 5, Township 15 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at the Northeast corner of said Half Quarter Section; thence South 01 degrees 53 minutes 21 seconds West (assumed bearing) on and along the East line of said Quarter Section 812.95 feet to the centerline of Michigan Street as established by previous deeds, said point being North 01 degrees 53 minutes 21 seconds East 735.11 feet from the Southeast corner of the Northwest Quarter of said Section; thence North 90 degrees 00 minutes 00 seconds West 416.71 feet to the Indianapolis Department of Transportation (I.D.O.T.) right-of-way as per project S.T. 23-001 "A" and recorded in Instrument #73-9410; thence North 02 degrees 07 minutes 40 seconds West with the right-of-way project S.T. 23-001 "A" 30.02 feet; thence North 84 degrees 21 minutes 42 seconds West 100.50 feet; thence South 89 degrees 55 minutes 40 seconds West 180.00 feet leaving the I.D.O.T. right-of-way per Instrument #73-9410 and continuing on I.D.O.T. right-of-way per Instrument #73-9408; thence North 50 degrees 23 minutes 09 seconds West 73.70 feet; thence North 02 degrees 07 minutes 40 seconds East 253.04 feet; thence North 03 degrees 16 minutes 25 seconds East 197.87 feet leaving I.D.O.T. right-of-way per Instrument #73-9408 and continuing on I.D.O.T. right-of-way per Instrument #73-9410; thence North 02 degrees 07 minutes 40 seconds East 40.00 feet; thence North 04 degrees 59 minutes 25 seconds East 120.15 feet; thence North 28 degrees 41 minutes 34 seconds East 44.72 feet; thence North 05 degrees 13 minutes 43 seconds West 78.61 feet to the North line of said Half Quarter Section; thence South 89 degrees 51 minutes 57 seconds East leaving I.D.O.T. right-of-way and on and along the North line of said Half Quarter Section 734.48 feet to the point of beginning.

Parcel II:

A part of Lot 8 in Zadok Tomlinson Estate Partition of the South Half of the Northwest Quarter of Section 5, Township 15 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Northwest Quarter; thence North 01 degrees 53 minutes 21 seconds East on and along the East line of said Quarter Section 735.11 feet to the centerline of Michigan Street as described by previous deed; thence North 90 degrees 00 minutes 00 seconds West 235.88 feet to the point of beginning of this description; thence South 2 degrees 01 minutes 47 seconds West 368.16 feet; thence South 89 degrees 51 minutes 30 seconds West 181.94 feet; thence North 1 degree 53 minutes 21 seconds East parallel to the East line of said Quarter Section 368.58 feet to the center line of Michigan Street as described by previous deed; thence South 90 degrees 00 minutes 00 seconds East 182.82 feet to the point of beginning.

EXHIBIT "U" - EXHIBIT "W"

(SEE CANTERBURY, TAB 1)